STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
DIVISION OF FACILITIES MANAGEMENT
CONTRACT # MC2006000177

SPECIFICATIONS FOR

INTERIOR FIT-OUT

at

Fenwick Island Light Keeper’s House
39986 W. Oliver Circle
Fenwick Island, DE 19944

for

Department of State
Division of Historic and Cultural Affairs

PREPARED BY

Bernardon

ISSUED FOR BIDDING
August 10, 2020
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SECTIONS 00 01 07
SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:
   2. Bernardon LLC.
   3. Responsible for Divisions 00-49 Sections except where indicated as prepared by other design professionals of record.

B. Mechanical, Electrical, and Plumbing Engineer:
   2. DEDC Inc.
   3. Responsible for Divisions/Sections indicated below:
      a. 01 79 00 – DEMONSTRATION AND TRAINING
      b. 01 91 13 – GENERAL CONDITIONING REQUIREMENTS
      c. 03 30 00 – CAST-IN-PLACE CONCRETE
      d. 07 84 00 – FIRESTOPPING
      e. DIVISION 22 – PLUMBING
      f. DIVISION 23 – HVAC
      g. DIVISION 26 – ELECTRICAL

END OF SECTION
NOT FOR BIDDING PURPOSES
01 21 00  ALLOWANCES
01 21 16  ALLOWANCE AUTHORIZATION
01 23 00  ALTERNATES
01 25 00  CONTRACT MODIFICATION PROCEDURES
01 29 00  PAYMENT PROCEDURES
01 31 00  PROJECT MANAGEMENT AND COORDINATION
01 32 00  CONSTRUCTION PROGRESS DOCUMENTATION
01 32 33  PHOTOGRAPHIC DOCUMENTATION
01 33 00  SUBMITTAL PROCEDURES
01 40 00  QUALITY REQUIREMENTS
01 42 00  REFERENCE STANDARDS
01 60 00  PRODUCT REQUIREMENTS
01 73 00  EXECUTION REQUIREMENTS
01 73 29  CUTTING AND PATCHING
01 74 19  CONSTRUCTION WASTE MANAGEMENT
01 77 00  CLOSEOUT PROCEDURES
01 78 23  OPERATIONS AND MAINTENANCE DATA
01 78 39  PROJECT RECORD DOCUMENTS
01 79 00  DEMONSTRATION AND TRAINING
01 91 13  GENERAL COMMISSIONING REQUIREMENTS

**Facility Construction Subgroup**

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02 41 19  SELECTIVE DEMOLITION

**DIVISION 03 – CONCRETE**
03 30 00  CAST-IN-PLACE CONCRETE

**DIVISION 04 – MASONRY**
NOT APPLICABLE

**DIVISION 05 – METALS**
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**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**
06 10 53  MISCELLANEOUS ROUGH CARPENTRY
06 16 00  SHEATHING
06 20 23  INTERIOR FINISH CARPENTRY
06 40 23  INTERIOR ARCHITECTURAL WOODWORK
06 41 16  PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**
07 21 19  FOAMED-IN-PLACE INSULATION
07 84 00  FIRE STOPPING
07 92 00  JOINT SEALANTS

**DIVISION 08 - OPENINGS**
08 14 33  STILE AND RAIL WOOD DOORS
08 71 00  DOOR HARDWARE

**DIVISION 09 – FINISHES**
09 29 00  GYPSUM BOARD
09 65 19  RESILIENT TILE FLOORING
09 68 16  SHEET CARPETING
09 91 13  EXTERIOR PAINTING
09 91 23  INTERIOR PAINTING
09 96 53  ELASTOMERIC COATINGS

**DIVISION 10 – SPECIALTIES**
10 28 00  TOILET, BATH, AND LAUNDRY ACCESSORIES
10 44 16  FIRE EXTINGUISHERS

**DIVISION 11 – EQUIPMENT**
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**DIVISION 14 - CONVEYING EQUIPMENT**
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**Facility Services Subgroup**

**DIVISION 21 - FIRE SUPPRESSION**
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**DIVISION 22 – PLUMBING**
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**Fenwick Island Lightkeeper’s House**

**Project No. MC2006000177**

**August 10, 2020**

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**DIVISION 25 - INTEGRATED AUTOMATION**

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- 26 05 05 SELECTIVE DEMOLITION FOR ELECTRICAL
- 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
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- 26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
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- 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 26 05 83 WIRING CONNECTIONS
- 26 24 16 PANELBOARDS
- 26 27 26 WIRING DEVICES
- 26 28 13 FUSES
- 26 28 16.13 ENCLOSED CIRCUIT BREAKERS
- 26 28 16.16 ENCLOSED SWITCHES
- 26 51 00 INTERIOR LIGHTING

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**Site and Infrastructure Subgroup**

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Sealed bids for OMB/DFM Contract No. MC2006000177 – Fenwick Island Lightkeepers House – Interior Fit Out will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by either electronic mail or by mail as follows. Bid submissions submitted by electronic mail must be sent to DFM-BID@delaware.gov and a hard copy of the entire submission shall be sent by mail within five (5) business days of the bid submission deadline.

Sealed bids shall be mailed and addressed to the Division of Facilities Management, Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901. The outer envelope should clearly indicate: “OMB/DFM CONTRACT NO. MC2006000177 – FENWICK ISLAND LIGHTKEEPERS HOUSE – INTERIOR FIT OUT - SEALED BID - DO NOT OPEN.”

Bids will be accepted until 9:30 a.m. local time on Friday, November 6, 2020. Bids will be opened and read aloud at 10:00 a.m. on Friday, November 6, 2020. Bidder bears the risk of late delivery. Any bids received after the stated time whether by mail or electronic mail will be rejected and the mailed bids will be returned unopened. The bid opening will be held through electronic means to comply with the Governor’s State of Emergency. To attend the bid opening, the public may participate by joining the meeting at Webex.com, meeting number (access code) 173 624 3904 and password B5u8UG43m6f. There will be no in-person meeting.

The project involves installation of new electrical service, new hot and cold water supply piping, new sanitary sewers, new HVAC system, three new toilet rooms, new kitchen including cabinets, new wall and roof insulation, new drywall/wood base and trim, new interior doors and new finishes to include LVT, carpet and painted walls and ceilings.

A MANDATORY Pre-Bid Meeting will be held on Wednesday, October 7, 2020 at 11:00 a.m. In compliance with the Governor’s State of Emergency, the pre-bid meeting will be held by electronic means. There will be no in-person meeting. The public may join the pre-bid meeting at Webex.com, meeting number 173 094 7164 and password pmJE9Z6kUT3 for the purpose of establishing the list 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.

Contract documents can be obtained starting September 3, 2020 by contacting the office of Bernardon, 123 Justison Street, Suite 101 Wilmington, DE 19801, phone (302) 622-9550, upon receipt of $130.00 (hard copy) or $60.00 (electronic copy) per set, non-refundable. Checks are to be made payable to “Bernardon”.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein.

END OF SECTION
SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

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1. DEFINITIONS

2. BIDDER’S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
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 personal observations with the requirements of the proposed Contract Documents.

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BIDDING 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 e-mailed 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 their Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter “No Change”. The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent’s authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.’

4.1.12 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on ‘Large Public Works Projects.’” ‘Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

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

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

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

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions. For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

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

4.5.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.5.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department
of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation “BID ENCLOSED” on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked “LATE BID” and returned.

4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

A. The Bidder’s financial, physical, personnel or other resources including Subcontracts;

B. The Bidder’s record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

C. The Bidder’s written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;

E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of
the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

Per Section 6962(d)(13) a., Title 29, Delaware Code, “The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid.”

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned.
upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR’S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor’s Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder’s usual sources, changes in cost will be adjusted as provide in the Contract Documents.
7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF SECTION
INSTRUCTIONS TO BIDDERS

Bernardon LLC
Project No.: 8347.19-19
SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS

2. BIDDER’S REPRESENTATION

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7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.
1.12  SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

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

1.14  BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).

1.15  ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.

1.16  UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.17  SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

1.18  BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.

1.19  CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

1.20  CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.

1.21  SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

1.22  CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1  PRE-BID MEETING

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

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

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS
3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's
responsible 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 to 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 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter “No Change”. The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

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

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

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

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

4.3.2 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 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor’s qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

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

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

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

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.6.1 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."

4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

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

4.7.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.
4.8  SUBMISSION OF BIDS

4.8.1  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.

4.8.2  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.

4.8.3  Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.8.4  Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.8.5  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.

4.9  MODIFICATION OR WITHDRAW OF BIDS

4.9.1  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.

4.9.2  Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

5.1  OPENING/REJECTION OF BIDS

5.1.1  Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2  The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

A. The Bidder’s financial, physical, personnel or other resources including Subcontracts;

B. The Bidder’s record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

C. The Bidder’s written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;

E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of
the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, “The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid.”

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned
upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR’S QUALIFICATION STATEMENT

6.1.1 Bidders to whom an 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.

6.3 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder’s usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF SECTION
BID FORM

For Bids Due: (DATE) To: State of Delaware
Office of Management and Budget
Division of Facilities Management
540 S. DuPont Highway
Dover, DE 19901

Name of Bidder:__________________________________________________________

Delaware Business License No.:____________________________ Taxpayer ID No.:____________________________

(Other License Nos.):____________________________________________________

Phone No.: ( )__________ - ________ Fax No.: ( )__________ - ________

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

$__________________________________________

(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: Interior finishes and final fit-out.
Add/Deduct: ____________________________

ALTERNATE No. 2: Concrete outbuilding
Add/Deduct: ____________________________

Bernardon LLC
Project No.: 8347.19-19

BID FORM
Project No. MC2006000177

00 41 13 - 1
UNIT PRICES

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

No Unit Prices required.
INTERIOR FIT-OUT
Fenwick Island Lightkeeper’s House
MC2006000177

BID FORM

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

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

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

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

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

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

By ____________________________________ Trading as ____________________________________

(Individual’s / General Partner’s / Corporate Name)

(State of Corporation)

Business Address: ________________________________________________________________

__________________________________________________________

__________________________________________________________

Witness: ________________________________________________________

By: ________________________________________________________________

( Authorized Signature )

(SEAL)

( Title )

Date: _____________________________

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

Bernardon LLC
Project No.: 8347.19-19

BID FORM

00 41 13 - 3
**BID FORM**

**SUBCONTRACTOR LIST**

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

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<th>Subcontractor Category</th>
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BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (to the Office of Management and Budget, Division of Facilities Management).

All the terms and conditions of (Project or Contract Number) have been thoroughly examined and are understood.

NAME OF BIDDER: ____________________________________________

AUTHORIZED REPRESENTATIVE (TYPED): ________________________________

AUTHORIZED REPRESENTATIVE (SIGNATURE): ____________________________

TITLE: ____________________________________________________________

ADDRESS OF BIDDER: _______________________________________________

E-MAIL: ____________________________________________________________

PHONE NUMBER: ____________________________________________________

Sworn to and Subscribed before me this ____________________ day of ______________ 20___.

My Commission expires _____________________. NOTARY PUBLIC _________________.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.
AFFIDAVIT OF EMPLOYEE DRUG TESTING PROGRAM

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

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

Contractor/Subcontractor Name: ________________________________

Contractor/Subcontractor Address: ________________________________________

Authorized Representative (typed or printed): ______________________________

Authorized Representative (signature): ______________________________

Title: ______________________________________

Sworn to and Subscribed before me this __________ day of _______________ 20___.

My Commission expires __________________. NOTARY PUBLIC ________________________.
AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: ____________________________________________

Contractor Address: __________________________________________

Authorized Representative (typed or printed): ______________________

Authorized Representative (signature): ____________________________

Title: ____________________________________________

Sworn to and Subscribed before me this ___________ day of ___________ 20__. 

My Commission expires __________________. NOTARY PUBLIC ___________________.

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

__________________________________________ 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__) years.

SEALED, AND DELIVERED IN THE
Presence of ________________

Name of Bidder (Organization)

Corporate Seal By: __________________________

Authorized Signature

Title

Attest: __________________________

Title

Name of Surety

Witness: __________________________ By: __________________________

Title

Bernardon LLC
Project No.: 8347.19-19

BID BOND
00 43 13 - 1
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

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

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

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

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

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

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

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

The Owner and Contractor agree as follows.

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

The parties should complete A101™—2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201™—2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
TABLE OF ARTICLES

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

EXHIBIT A  INSURANCE AND BONDS

ARTICLE 1  THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2  THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than ______ calendar days from the date of commencement of the Work.
§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

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

ARTICLE 4 CONTRACT SUMMARY

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

§ 4.2 Alternates

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)
ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

(Inset a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)
§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

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

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

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

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
.2 a final Certificate for Payment has been issued by the Architect.

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

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

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Choose the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.
§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:
.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings
| Number | Title | Date |

.6 Specifications
| Section | Title | Date | Pages |

.7 Addenda, if any:
| Number | Date | Pages |

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

.8 Other Exhibits:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
☐ The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

☐ Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

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

OWNER (Signature) ____________________________  CONTRACTOR (Signature) ____________________________

(Printed name and title) ____________________________  (Printed name and title) ____________________________
SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor,” AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1 Delete paragraph 7.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.4 Delete paragraph 8.4 in its entirety and replace with the following:

“The Contractor’s representative shall not be changed without ten days written notice to the Owner.”

END OF SECTION
SECTION 00 54 14
SUPPLEMENT TO A101-2017 – EXHIBIT A INSURANCE AND BONDS

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor,” AIA Document A101-2017 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE A.2 OWNER’S INSURANCE

A.2.1 General
Delete paragraph A.2.1 in its entirety.

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

A.2.3 Required Property Insurance
Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance
Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance
Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.3 Additional Insured Obligations
In the first sentence after “coverage to include (1)” delete “(1) the Owner,.”
Strike the remainder of the first sentence beginning at the semicolon “; and (2) the Owner” through the end of the sentence.
Delete the second sentence in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety and replace with the following:
Property Insurance of the same type and scope satisfying the requirements identified in Section A.2.3, The Contractor shall comply with all obligations of the Owner under A.2.3 except to the extent provided below. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.
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. MC2006000177 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 herein 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

Bernardon LLC
Project No.: 8347.19-19

PERFORMANCE BOND

00 61 13.13 - 1
assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

**PRINCIPAL**

Name: 

Witness or Attest: Address: 

(SEAL) By: 

Name: Name: 

(Corporate Seal) Title: 

**SURETY**

Name: 

Witness or Attest: Address: 

(SEAL) By: 

Name: Name: 

(Corporate Seal) Title: 

**PERFORMANCE BOND**

00 61 13.13 - 2
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; the 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.

Bernardon LLC
Project No.: 8347.19-19
Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.

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

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

PRINCIPAL

Name: ________________________________________

Witness or Attest: Address: ________________________________________

__________________________ By: ____________________________ (SEAL)

Name: ____________________________

Title: ____________________________

(Corporate Seal)

SURETY

Name: ________________________________________

Witness or Attest: Address: ________________________________________

__________________________ By: ____________________________ (SEAL)

Name: ____________________________

Title: ____________________________

(Corporate Seal)
SECTION 00 62 76
APPLICATION AND CERTIFICATE FOR PAYMENT FORMS

G702 – 1992: Application and Certificate for Payment

G703 – 1992: Continuation Sheet

The contract to be utilized on this project shall be the “Application and Certificate for Payment; AIA Document G702 – 1992” and “Continuation Sheet; AIA Document G703 – 1992”.
**AIA® Document G702™ – 1992**

**Application and Certificate for Payment**

**TO OWNER:** State of Delaware OMB/DFM 540 South DuPont Highway Dover, DE 19901

**PROJECT:** Contract No.: 2006000177 INTERIOR FIT-OUT Fenwick Island Light Keeper's House 39986 W. Oliver Circle Fenwick Island, DE 19944

**APPLICATION NO:** 001

**PERIOD TO:**

**CONTRACT FOR:** General Construction

**CONTRACT DATE:**

**PROJECT NOS:** 8347.19-19

**FROM CONTRACTOR:**

**TOARCHITECT:**

Bernardon 123 Justison Street, Suite 101 Wilmington, Delaware 19801

---

**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

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** .................. $ 0.00

8. **CURRENT PAYMENT DUE** .................................................. $ 0.00

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

---

**CHANGE ORDER SUMMARY**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total changes approved in previous months by Owner</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Total approved this Month</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**NOTES**

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

**CONTRACTOR:**

By: ___________________________ Date: __________

State of: ___________________________

County of: __________________________

Subscribed and sworn to before me this day of __________________________

Notary Public: __________________________

My Commission expires: __________________________

---

**ARCHITECT’S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED** .................................................. $ 0.00

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

**ARCHITECT:**

By: ___________________________ Date: __________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)</th>
<th>THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</th>
<th>% (G ÷ C)</th>
<th>BALANCE TO FINISH (C - G)</th>
<th>RETAINAGE RATE (IF VARIABLE)</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>GRAND TOTAL</td>
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</tr>
</tbody>
</table>

|                      | $ 0.00              | $ 0.00          | $ 0.00                                     | $ 0.00       | $ 0.00                                     | $ 0.00                                     | 0.00 %   | $ 0.00                  | $ 0.00                         |
SECTION 00 72 13
GENERAL CONDITIONS TO THE CONTRACT

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

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

Interior Fit-Out
Fenwick Island Light Keeper’s House
39986 W. Oliver Circle
Fenwick Island, DE 19944

THE OWNER:
(Name, legal status and address)
State of Delaware
Division of Facilities Management
Thomas Collins Building
540 South DuPont Highway
Dover, Delaware 19901

THE ARCHITECT:
(Name, legal status and address)
Bernardon LLC
123 Justion Steet, Suite 101
Wilmington, DE 19807

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
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

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

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

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

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

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

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

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

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

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

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

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

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

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

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

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

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ARTICLE 2   OWNER

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

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

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

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

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

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

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

§ 2.3.2 The Owner shall retain an architect licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

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

§ 2.5 Owner’s Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR
§ 3.1 General
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor’s authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor’s proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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

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

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

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

§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and
delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will
specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely
upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The
Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,
whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and
other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or
certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to
the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services,
certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect
have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this
Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the
limited purpose of checking for conformance with information given and the design concept expressed in the Contract
Documents.

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

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

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed
construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by
evacuation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except
with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The
Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or
otherwise altering the Work.

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

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

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

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of
copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall
not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or
manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings,
Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or
patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the
information is promptly furnished to the Architect.
§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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

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

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

§ 4.2.4 Communications
The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.
§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.3.4.

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect’s responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.
ARTICLE 5   SUBCONTRACTORS
§ 5.1 Definitions
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

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

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner’s Right to Perform Construction and to Award Separate Contracts

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner’s Right to Clean Up
If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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

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

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

§ 7.2 Change Orders
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
  .1 The change in the Work;
  .2 The amount of the adjustment, if any, in the Contract Sum; and
  .3 The extent of the adjustment, if any, in the Contract Time.

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
  .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
  .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers’ compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

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

ARTICLE 8   TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9   PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

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

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

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect’s reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect’s reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;  
.5 damage to the Owner or a Separate Contractor;  
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or  
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.
§ 9.7 Failure of Payment
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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

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

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

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

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

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers’ warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys’ fees.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 Contractor’s Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

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

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

§ 11.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or
expansion. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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

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

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

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.
§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor’s expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during
that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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

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

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

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.
§ 13.4 Tests and Inspections
§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner’s expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect’s services and expenses, shall be at the Contractor’s expense.

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

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

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor
.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall
.1 cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

§ 15.3 Mediation
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

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

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
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13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

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

Add the following Section:

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

1.1.8 INITIAL DECISION MAKER

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

“... and certify termination of the Agreement under Section14.2.2.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

Add the following Sections:

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

“1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.”

“1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.”

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

Strike Section 1.5.1 in its entirety and replace with the following:

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

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

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

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

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

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

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

Strike Section 2.3.6 in its entirety and replace with the following:
“2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.”

2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

“3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such
notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.”

“3.4.5 Under no circumstances shall the Contractor’s Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.”

3.5 WARRANTY

Add the following Sections:

“3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty.”

“3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed.”

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

“3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.”

“3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor’s expense.”

3.8 ALLOWANCES

Add the following Section:

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

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE
Add the following Sections:

“3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.”

“3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.”

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

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

4.2.7 Strike the second sentence and replace with the following:

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

Add the following Section:
ARTICLE 5: SUBCONTRACTORS

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

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

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

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

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

Add the following Section:

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike “shall” and replace with “may” in the second sentence.
ARTICLE 7: CHANGES IN THE WORK

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

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

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

7.4 MINOR CHANGES IN WORK
Add “unless such changes are approved” at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

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

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

8.2.4 Add the following Section:

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Section:

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

Strike Section 8.3.3 in its entirety and replace with the following:

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

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

“9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount.”

9.3 APPLICATIONS FOR PAYMENT

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

“At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage.”

Add the following Sections:

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

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

.8 failure to provide a current Progress Schedule;
9.6 PROGRESS PAYMENTS

9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

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

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

9.7 FAILURE OF PAYMENT

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

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

9.8 SUBSTANTIAL COMPLETION

9.8.3 At the end of Section 9.8.3, add the following sentence:

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

9.8.5 Strike “shall” and insert “may” in the second sentence.

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

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):

“The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use authorized by public authorities having jurisdiction over the Project.”

9.10.2 Strike “to remain in force after final payment is currently in effect” after “required by the Contract Documents” and replace with “shall remain in force until final payment is completed” in the first sentence.
ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

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

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert “hazardous” in the last sentence after “handling of such”.

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR’S INSURANCE AND BONDS

11.1.1 Strike “Owner” from the the third sentence.

11.2 OWNER’S LIABILITY INSURANCE
Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

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

Delete Section 11.4 in its entirety

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

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

12.2.2.2 Strike “one-year” and replace with “two years”.

12.2.2.3 Strike “one-year” and replace with “two years”.

12.2.5 Strike “one-year” and replaced with “two years”.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

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

13.5 INTEREST

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

Insert the following Section:

“13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

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

15.1.5 CLAIMS FOR ADDITIONAL COSTS

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

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES
Strike Section 15.1.7 in its entirety.

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

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

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

15.2.6 Strike Section 15.2.6 and its subSections in their entirety.

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

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

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

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION
Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION
### PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2020

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**NOTICE**

These rates are promulgated and enforced pursuant to the prevailing wage regulations adopted by the Department of Labor on April 3, 1992. Classifications of workers are determined by the Department of Labor. For assistance in classifying workers, or for a copy of the regulations or classifications, phone (302) 761-8200.

Non-registered apprentices must be paid the mechanic's rate.
SECTION 00 81 13
GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
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5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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8. TIME
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11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, 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

Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties.”
3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not

Bernardon LLC
Project No.: 8347.19-19

GENERAL REQUIREMENTS

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required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

   A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder’s firm;

   B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

   C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

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

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

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

   A. Is unqualified to perform the work required;

   B. Has failed to execute a timely reasonable Subcontract;

   C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or

   D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor’s Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.
ARTICLE 7:  CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the ‘DPE’ wages required and the “invoice price” of the materials/equipment needed.

7.3.1 “DPE” shall be defined to mean “direct personnel expense”. Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is $50/hour, the DPE would be $67.50/hour (50 x 1.35).

7.3.2 “Invoice price” of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the “Means Building Construction Cost Data” publication.

7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor’s own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractor. No additional costs shall be allowed for changes related to the Contractor’s onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8:  TIME

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

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

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

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

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION
9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

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

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

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

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the workplace, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.

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

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor’s Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

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

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
11.7.1 **Contractor's Contractual Liability Insurance**

Minimum coverage to be:

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<th>Bodily Injury</th>
<th>Property Damage</th>
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11.7.2 **Contractor's Protective Liability Insurance**

Minimum coverage to be:

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<th>Bodily Injury</th>
<th>Property Damage</th>
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</tbody>
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11.7.3 **Automobile Liability Insurance**

Minimum coverage to be:

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<th>Bodily Injury</th>
<th>Property Damage</th>
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<td>per accident</td>
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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.
States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

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

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 “If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”
END OF SECTION
EMPLOYEE DRUG TESTING REPORT FORM
Period Ending: ____________________

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: ____________________

Project Name: ____________________

Contractor/Subcontractor Name: ____________________

Contractor/Subcontractor Address: ____________________

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

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

Number of Negative Results __________ Number of Positive Results __________

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

________________________________________________________________________

________________________________________________________________________

Date: ________________

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

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

Project Number: 

Project Name: 

Contractor/Subcontractor Name: 

Contractor/Subcontractor Address: 

Name of employee with positive test result: 

Last 4 digits of employee SSN: 

Date test results received: 

Action taken on employee in response to a positive test result: 

Authorized Representative of Contractor/Subcontractor: 

Authorized Representative of Contractor/Subcontractor: 

Date: 

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.
We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at [https://det.delawareworks.com/apprenticeship/documents/Apprenticeship_Occupation_List_for_29Del6962_Compliance.pdf](https://det.delawareworks.com/apprenticeship/documents/Apprenticeship_Occupation_List_for_29Del6962_Compliance.pdf).

If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. The Craft Training Compliance Affidavit must be submitted prior to contract execution. In addition to this Affidavit, all information pertaining to craft training for subcontractors must also be submitted prior to contract execution. Information to be provided is the craft, company name, registration number (indicate DE, US DOL or identify other state) or that craft training requirements do not apply and the reason.

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

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

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

Craft(s) ___________________________________________________

Contractor Name: _________________________________________

Contractor Address: _______________________________________

Contractor Program Registration Number(s) _______________________________________

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

☐ Craft Training requirements are not applicable because: _______________________________________

Authorized Representative (typed or printed): _______________________

Authorized Representative (signature): _____________________________

Title: _______________________________________________________

Sworn to and subscribed before me this ______ day of _______ 20__.

My Commission expires _______________________. NOTARY PUBLIC _______________________

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED
SECTION 01 10 00
SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Phased construction.
   4. Access to site.
   5. Coordination with occupants.
   6. Work restrictions.
   7. Specification and drawing conventions.
   8. Miscellaneous provisions.

B. Related Requirements:
   1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Project consists of interior renovations and restoration at the Fenwick Island Lightkeeper's House.
   1. Project Location: 39986 W. Oliver Circle, Fenwick Island, DE 19944

B. Owner: State of Delaware, Department of State, Division of Historical and Cultural Affairs, 21 The Green, Dover, DE 19901.

C. Project Manager: State of Delaware, Division of Facilities Management, 540 South DuPont Highway, Thomas Collins Building, Suite 1, Dover, DE 19901.

D. Architect Identification: The Contract Documents, dated January 22, 2018, were prepared for Project by Bernardon, 123 Justison Street, Suite 101, Wilmington, DE 19801.
1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Improvements to the interior of Fenwick Island Lightkeeper’s House as follows:
   a. Installation of all new electrical service and circuits throughout the house.
   b. Installation of new hot and cold water supply piping including a hot water heater.
   c. Installation of new sanitary sewers.
   d. Installation of new HVAC systems.
   e. Installation of three new toilet rooms.
   f. Installation of a new kitchen including cabinets.
   g. Installation of sprayed on closed cell foam insulation in all exterior walls and roof.
   h. Installation of drywall throughout.
   i. Installation of wood base and trim throughout.
   j. Installation of new interior stile and rail doors and frames throughout.
   k. Installation of new finishes throughout including LVT, carpet, and painted walls and ceilings.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to the interior of the house unless indicated otherwise on the contract drawings.

2. Driveways, Walkways and Entrances: Keep public roads, public parking, driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

3. The adjacent building areas and properties are occupied and shall not be disturbed.
C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner or Owner’s Tenant will occupy site surrounding the house during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, entrances, corridors, stairs and other adjacent occupied or used facilities. Do not close or obstruct walkways, entrances, stairs, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction. Entrances shall be open for the Owner’s use at all times.

2. Notify Owner not less than one week in advance of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

2. Refer to Section 01 14 00 “Work Restrictions” for additional requirements.

B. On-Site Work Hours: Limit work on the existing building to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: Weekend work shall not be allowed unless preapproved by the Owner.

2. Early Morning Hours: Early morning hours are not allowed unless required for utility shut downs.

C. Noise, Vibration, and Odors: Coordinate operations that may result in any level of noise and vibration, odors, or other disruption to the occupancy or use of adjacent occupied areas, the buildings and adjacent properties with the Owner.

1. Notify Architect and Owner not less than seven (7) days in advance of proposed disruptive operations.

2. Obtain Architect's and/or Owner's written permission before proceeding with disruptive operations.

D. Nonsmoking Building: Smoking is prohibited within the boundaries of all state workplaces including all buildings, facilities, indoor and outdoor spaces and all the surrounding grounds owned by the State. This policy also includes but is not limited to parking lots, walkways, State vehicles and private vehicles parked or operated on State workplace property.
E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building and surrounding State owned property is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.10 MISCELLANEOUS PROVISIONS

A. SCHEDULE

1. The following is the required schedule for this work:

   a. Bids Due: TBD.

   b. Notice of Building Contract Award: Within thirty (30) days of receipt and acceptance of qualified low bid.

   c. Purchase Order Issuance: The issuance of a State of Delaware purchase order is contingent upon the successful Contractor submitting bonds on State-approved forms, signed contracts and insurance certificates to the State of Delaware. A purchase order will be issued in approximately thirty days after these items have been submitted to the State of Delaware.

   d. On-Site Mobilization: Upon receipt of State of Delaware purchase order.

   e. Substantial Completion: The work shall be completed 90 calendar days from on-site start of work.

   f. Completion of Punch List: 21 days from date of substantial completion.

1) Refer to the General Requirements for additional details.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01 14 00
WORK RESTRICTIONS

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 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to the limits indicated on the drawings. Do not disturb areas to remain occupied during the renovations.
2. Owner Occupancy: The Fenwick Island Assistant Lightkeeper’s house is currently unoccupied and will be unoccupied during the renovations. The surrounding occupied areas, site, buildings, roadways, access into the buildings, etc. beyond the work area shall remain accessible to the Owner. Closure of entrances shall be coordinated two weeks in advance.
3. Parking: Parking is the responsibility of the General Contractor and shall be coordinated in advance with the Owner. Street side parking shall be approved by the City of Fenwick Island, DE and Ocean City, MD.
4. Dumpster: Space is available for a dumpster at the site, actual location shall be coordinated with the Owner.
5. Access: Access to the work area can be achieved from the adjacent streets.
6. Storage: Outdoor space is available for storage. It will be the responsibility of the Contractor to make secure all materials on site.
7. Public Roadways, Driveways, Entrances and Public Sidewalks: Keep public roadways, driveways, entrances and public sidewalks serving premises clear and available to the Public, Owner, Owner’s employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of roadways, driveways, and entrances.
   b. The Owner will not sign for any deliveries at any time.
   c. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
   d. The Contractor shall NOT request the use of the Owner’s/Tenant’s equipment, tools, or staff assistance at any time.

B. Use of Existing Building: Maintain the existing building in a weathertight condition throughout renovation period. Repair damage caused by construction operations. Protect building and its contents during construction period.

1. The Contractor shall be provided access to the Lightkeeper’s House as necessary to complete the work. A security code and/or keys shall not be provided to the Contractor.
2. Use of the Owner’s telephones will not be allowed.
3. Flammable materials shall not be stored in the building. Flammable materials shall be kept outside, away from the building, in a flammable liquid/material storage box.
4. Gas powered equipment will not be allowed in the buildings or near windows at any time.
5. Debris shall be removed from and around the building including the sidewalks and parking areas on a daily basis.
6. At no times shall equipment be left operating in the building after hours or when no one is present in the building.
7. Noisy activities shall be prescheduled with the Owner to avoid disruption of their activities.
8. Access to water will be provided.
9. There are no existing restroom facilities and the new restrooms may not be used by the construction forces. The Contractor shall provide for temporary toilet facilities on site.
10. Dogs or other animals shall not be brought onto the property at any time.
11. Children shall not be brought onto the site at any time.
12. The general surrounds of the building and areas to be renovated are open to the public and those working at the site shall not use abusive language.
13. Radios or other music-playing devices may be allowed. If radios or other such devices are found to be too loud or offensive as judged by the Owner or building Tenant, then such use will be discontinued.
14. Fire extinguishers shall be kept in the areas under renovation at the Lightkeeper’s House at all times.
15. All work taking place on the site shall be monitored by the contractor’s project superintendent at all times even if the General Contractor’s work forces are not working at the site.
16. The Project superintendent shall meet weekly with the site supervisor to review the activities planned for that week to avoid miscommunication, facilitate the renovation process and to maintain the Owner’s operations.
17. Floor protection shall be installed once new floor finishes are installed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01 21 00
ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:
   1. Lump-sum allowances.
   2. Unit-cost allowances.
   3. Quantity allowances.
   4. Contingency allowances.

1.2 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner 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.

1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.
1.5 LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.6 UNIT-COST ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.8 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.
1.9 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 001: Contingency Allowance: Include in the Base Bid the sum of fifteen thousand dollars ($15,000.00): This is to cover unforeseen conditions uncovered during selective demolition or during the course of construction not included in the specifications or indicated on the drawings.

END OF SECTION
SECTION 01 21 16
ALLOWANCE AUTHORIZATION

Project: INTERIOR FIT-OUT
Fenwick Island Lightkeeper’s House
39986 Oliver Circle
Fenwick Island, DE 19944

Architect: Bernardon LLC
123 Justison St., Suite 101
Wilmington, DE 19801

Project No.: MC2006000177

AAA No.: 19-01
Initiation Date:

The Allowance is allocated as follows:

Total original Contract Allowance was: $15,000.00
Amount of Contract Allowance Access previously authorized:
Adjusted Contract Allowance prior to this authorization is:
The amount of available Allowance will Decrease by this Access Authorization:
The remaining Contract Allowance, after this Access Authorization will be:

Recommended by:
Architect
By (signature): __________________________
Date: ___________________________________________________________________

Accepted by: Approved by:
Contractor Owner
By (signature) ____________________________ By (signature) ____________________________
Date: ____________________________ Date: ____________________________
SECTION 01 23 00
ALTERNATES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for alternates.

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

   1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
   2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES
   A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

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

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

1. Base Bid:
   a. All framing and drywall finished and ready for paint.
   b. New underlayment through-out first floor.
   c. All electrical and plumbing rough-in.
   d. Completed HVAC system(s).

2. Alternate: Provide all materials and labor as shown on the drawings and per the specifications, to:
   a. Prime and paint all drywall and exposed wood trim.
   b. Install all wood trim at all doors and windows.
   c. Install all finished carpentry and cabinets.
   d. Install new finished flooring.
   e. Install all plumbing fixtures.
   f. Install all electrical and lighting fixtures.

B. Alternate No. 2: Concrete Outbuilding.

1. Base Bid: No work.

2. Alternate: Provide all materials and labor as shown on drawing A-432 and per specifications, Section 09 91 13 – EXTERIOR PAINTING and 09 96 53 – ELASTOMERIC COATINGS, to:
   a. to remove all loose paint from walls, patch any holes and prepare for painting.
   b. Remove loose rust from metal roof and door in preparation for painting.
   c. Paint concrete walls and metal roof and metal door.

END OF SECTION
SECTION 01 25 00
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 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 “Submittal Procedures 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 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 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.

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 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.
5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES


1.6 CONSTRUCTION CHANGE DIRECTIVE


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
SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 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 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
   1. 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.
   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. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
      a. Related Specification Section or Division.
b. Description of the Work.
c. Change Orders (numbers) that affect value.
d. Dollar value.
   1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
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.
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. Include evidence of insurance or bonded warehousing if required.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment 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 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. 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. List of Contractor's staff assignments (Project Superintendent specifically).
   5. Copies of building permits.
   6. Certificates of insurance and insurance policies.
   7. Performance and payment bonds.

G. 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.

H. 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. Updated final statement, accounting for final changes to the Contract Sum.
   2. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
   4. AIA Document G707, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 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. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Project meetings.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
2. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with subcontractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

1.4 SUBMITTALS

A. Staff Names: Within 15 days of notice to proceed, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.5 PROJECT MEETINGS

A. General: The Architect will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
2. Minutes: The Architect will record significant discussions and agreements achieved. The minutes will be distributed to everyone concerned, including Owner, within 7 days of the meeting.

B. Preconstruction Conference: A preconstruction conference will be scheduled before the start of construction, at a time convenient to the Owner and Contractor, but no later than 15 days after execution of the Agreement. The conference will be held at the Project. The meeting will be conducted to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; 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: Items of significance that could affect progress will be discussed, including the following:
   a. Tentative construction schedule.
   b. Designation of responsible personnel.
   c. Procedures for processing field decisions and Change Orders.
   d. Procedures for processing Applications for Payment.
   e. Submittal procedures.
   f. Preparation of Record Documents.
   g. Use of the premises.
   h. Responsibility for temporary facilities and controls.
   i. Parking availability.
   j. Storage areas.
   k. Equipment deliveries and priorities.
   l. Progress cleaning.
   m. Working hours.
C. Progress Meetings: Progress meetings will be conducted every two weeks. Coordinate dates of meetings with preparation of payment requests.

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.
   b. Review present and future needs of each entity present, including the following:
      1) Deliveries.
      2) Off-site fabrication.
      3) Access.
      4) Site utilization.
      5) Temporary facilities and controls.
      6) Work hours.
      7) Progress cleaning.
      8) Quality and work standards.

3. Reporting: The Architect will distribute minutes of the meeting to each party present and to parties who should have been present. A brief summary, in narrative form, of progress since the previous meeting and report will be included.
   a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. The revised schedule will be issued concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 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. Contractor's Construction Schedule.
2. Field condition reports.
3. Special reports.

B. Related Sections include the following:

1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.

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.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Major Area: A story of construction, a separate building, or a similar significant construction element.

F. Milestone: A key or critical point in time for reference or measurement.
1.4 SUBMITTALS
   A. Preliminary Construction Schedule: Submit two opaque copies.
   B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
   C. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
   D. Special Reports: Submit two copies at time of unusual event.

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 Substantial 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 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. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
3. 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.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Work Restrictions: Show the effect of the following items on the schedule:
   a. Coordination with existing construction.
   b. Use of premises restrictions.
   d. Seasonal variations.
   e. Environmental control.

2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Mockups.
   b. Fabrication.
   c. Deliveries.
   d. Installation.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.2 CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit horizontal bar-chart-type construction schedule within five days of date established for commencement of the Work.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. List of subcontractors at Project site.
   2. List of separate contractors at Project site.
   3. Approximate count of personnel at Project site.
   4. Equipment at Project site.
   5. Material deliveries.
   6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at 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. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, and other parties identified by Contractor with a need-to-know schedule responsibility.
SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the following:
   1. Preconstruction photographs.
   2. Periodic (weekly minimum) construction photographs.
   3. Final Completion construction photographs.

B. Related Sections include the following:
   1. Division 01 Section "Submital Procedures" for submitting photographic documentation.
   2. Division 01 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.
   3. Division 01 Section "Selective Demolition" for photographic documentation before selective demolition operations commence.

1.3 SUBMITTALS

A. Construction Digital Images: Submit a complete set of digital image electronic files as part of the Project closeout on CD-ROM, DVD or flash drive. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

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 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. 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. Photographs are to be taken weekly at a minimum.
   2. Photographs are to be taken when areas are opened prior to the start of the new work.
3. Provide temporary lighting when required to produce clear, well-lit photographs without obscuring shadows.

B. 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 or USB flash drive in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.

C. Preconstruction Photographs: Before commencement of excavation, commencement of demolition, and starting construction 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 excavation areas and construction limits before taking construction photographs.
2. Take a minimum of eight photographs to show existing conditions adjacent to building before starting the Work.
3. Take a minimum of eight photographs of existing buildings adjacent to the building to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record settlement or cracking of adjacent pavements, and other improvements.

D. Architect-Directed Construction Photographs: From time to time, Architect will instruct the Contractor about number and frequency of color, digital photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

E. Final Completion Construction Photographs: Take a minimum of eight color photographs each of the interior and exterior 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
SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 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 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 1 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
5. Division 1 Section "Closeout Procedures" for submitting warranties.
6. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
7. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

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: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals. The Contractor will be responsible for field verifying existing conditions.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow 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.

D. Identification: Place a permanent label or title block on each submittal for identification.

   1. Indicate name of firm or entity that prepared each submittal on label or title block.

   2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.

   3. Include the following information on label for processing and recording action taken:

      a. Project name.

      b. Date.

      c. Name and address of Architect.

      d. Name and address of Contractor.

      e. Name and address of subcontractor.

      f. Name and address of supplier.

      g. Name of manufacturer.

      h. Submittal number or other unique identifier, including revision identifier.

        i. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).

        j. Number and title of appropriate Specification Section.

        k. Drawing number and detail references, as appropriate.

        l. Location(s) where product is to be installed, as appropriate.

        m. Other necessary identification.

E. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.

SUBMITTAL PROCEDURES
Bernardon LLC
Project No.: 8347.19-19
F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

G. 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: Provide locations on form for 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. Submittal and transmittal distribution record.
   k. Remarks.
   l. 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.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked "Furnish as Submitted".

I. 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.

J. Use for Construction: Use only final submittals with mark indicating "Furnish as Submitted" or “Revise as Noted & Furnish” taken by Architect.
1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. CADD files are limited to those that have been generated for this Project.
2. CADD files for the floor plans and roof plans shall be provided. Files for details, etc. will not be provided.
3. Contractor will be asked to sign Architects waiver of release form before files will be delivered to the contractor.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

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 copy of 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.
5. Number of Copies: Submit six (6) copies of Product Data, unless otherwise indicated. Architect will return three copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

   a. 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 (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

3. Number of Copies: Submit six (6) opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Architect will retain three copies; remainder will be returned.

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.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
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 one 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 four sets of Samples. Architect will retain three Sample sets; remainder will be returned.

      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 four 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.
4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

   a. Mark up and retain one returned copy as a Project Record Document.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.

G. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

H. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."

I. Schedule of Values: Comply with requirements specified in Division 1 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.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
   a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
   1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Architect will not return copies.
   2. 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.
   3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

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. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. 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.

G. 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.
H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. 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.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."

N. 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.

O. 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.

P. 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.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

R. 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.

S. 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.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

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

PART 3 - EXECUTION

3.1 CONTRACTOR'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 each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Furnish as Submitted.
2. Revise as Noted & Furnish.
3. Revise as Noted & Furnish. Submit Revised Copy for Record.
4. Revise & Resubmit.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. 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
SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 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 but are not limited to the following:

1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
C. **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 trades people 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 **CONFLICTING REQUIREMENTS**

A. **General**: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. **Minimum Quantity or Quality Levels**: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.
To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. 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.
   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.

1.6 QUALITY ASSURANCE

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

F. Testing and Inspection Agencies and Services

1. State of Delaware – Division of Historical and Cultural Affairs will employ and pay for services of an independent testing agency to perform other specified testing.
2. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

G. 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 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.

H. 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.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 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. 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 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 1 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.


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 testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 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 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

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

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

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.

3.3 3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Design Professional before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.4 TESTING AND INSPECTION

A. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with Design Professional and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify Design Professional and Contractor of observed irregularities or non-compliance of Work or products.
   5. Perform additional tests and inspections required by Design Professional.
   6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
4. Notify Design Professional and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with State of Delaware - Division of Historical and Cultural Affairs's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Design Professional.

E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

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

3.6 Defect Assessment
A. Replace Work or portions of the Work not complying with specified requirements.
B. If, in the opinion of Design Professional, it is not practical to remove and replace the work, Design Professional will direct an appropriate remedy or adjust payment.

3.7 Warranty
A. 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.
B. 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.

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.
D. 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.

E. 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.

END SECTION
SECTION 01 42 00
REFERENCE STANDARDS AND DEFINITIONS

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 DEFINITIONS

A. General: Basic contract definitions are included in the Conditions of the Contract.

B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.

C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.

D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.

E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project;
being familiar with the special requirements indicated; and having complied with require-
mments of authorities having jurisdiction.

2. Trades: Using a term such as "carpentry" does not imply that certain construction activi-
ties 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 ex-
clusively to tradespersons of the corresponding generic name.

3. Assigning Specialists: Certain Sections of the Specifications require that specific con-
struction activities shall be performed by specialists who are recognized experts in those
operations. The specialists must be engaged for those activities, and their assignments
are requirements over which the Contractor has no option. However, the ultimate re-
ponsibility for fulfilling contract requirements remains with the Contractor.
a. This requirement shall not be interpreted to conflict with enforcing building codes
and similar regulations governing the Work. It is also not intended to interfere
with local trade-union jurisdictional settlements and similar conventions.

J. "Project site" is the space available to the Contractor for performing construction activities, ei-
ther exclusively or in conjunction with others performing other work as part of the Project. The
extent of the Project site is shown on the Drawings and may or may not be identical with the de-
scription of the land on which the Project is to be built.

K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific in-
spections or tests, either at the Project site or elsewhere, and to report on and, if required, to in-
terpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on
the CSI/CSC's "MasterFormat" numbering system.

B. Specification Content: These Specifications use certain conventions for the style of language
and the intended meaning of certain terms, words, and phrases when used in particular situa-
tions. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Docu-
ments is abbreviated. Words and meanings shall be interpreted as appropriate. Words
implied, but not stated, shall be interpolated as the sense requires. Singular words shall
be interpreted as plural and plural words interpreted as singular where applicable as the
context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Re-
quirements expressed in the imperative mood are to be performed by the Contractor. At
certain locations in the Section Text, subjective language is used for clarity to describe
responsibilities that must be fulfilled indirectly by the Contractor or by others when so
noted.
a. The words "shall," "shall be," or "shall comply with," depending on the context,
are implied where a colon (:) is used within a sentence or phrase.
1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.

C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.,” which are available in most libraries.

1.5 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES
A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to testing agencies and authorities having jurisdiction.
B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

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

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

PART 2 - PRODUCTS
2.1 MATERIALS

A. Lumber and Plywood: Pressure-treated dimension lumber and plywood suitable for exterior exposure.

B. Paint: Exterior latex primer and matching topcoat.

2.2 TEMPORARY FACILITIES

A. 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. Heating Equipment: Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

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 Owner and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
B. Sanitary Facilities:
   1. Toilets: Use of Owner's toilet facilities will not be permitted. The Contractor shall provide temporary toilet facilities.

C. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner. Power may need to be extended at the Contractor’s cost from adjacent structures.

3.3 SUPPORT FACILITIES INSTALLATION

A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including landscaping, curbs, brick sidewalks, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

B. Waste Disposal Facilities: Refer to Division 1 Sections “Summary” and “Work Restrictions” for dumpster location. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

C. Scaffold, Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Scaffold and truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

D. Existing Stair and Steps Usage: Use of Owner's existing stairs and steps will be permitted, as long as they are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs and steps to condition existing before initial use.
   1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs/steps and to maintain means of egress. If, despite such protection, they become damaged, restore damaged areas so no evidence remains of correction work.

E. Existing Elevator Use: Use of Owner's existing freight elevator will be permitted, provided elevator is cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevator to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
   1. Do not load elevators beyond their rated weight capacity.
   2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

1. Prohibit smoking in all interior spaces and exterior perimeter of the building.
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.

3.5 OPERATION, TERMINATION, AND REMOVAL

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

B. Maintenance: Maintain facilities in good operating condition until removal.

C. 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, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION
SECTION 01 56 00
ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 ENVIRONMENTAL PROTECTION

A. Environmental protection considerations consist of, but are not limited to, the following factors:
   1. Natural resources including air, water, and land.
   2. Solid waste disposal.
   4. Control of toxic substances and hazardous materials.
   5. The presence of chemical, physical, and biological elements and agents that adversely affect and alter ecological balances.

1.2 GENERAL REQUIREMENTS

A. Provide and maintain environmental protection defined herein.

B. Comply with all Federal, State, and local laws, ordinances and regulations pertaining to environmental protection.

C. Compliance by subcontractors with the provisions of this and various other sections of these specifications is the responsibility of the Contractor.

D. Use of equipment from which factory-installed, anti-pollution and noise control devices are removed or rendered ineffective, either intentionally or through lack of proper maintenance is prohibited.

E. Furnish a certificate that all materials and operating equipment installed as a part of this project, the installation thereof and all equipment used in the construction, are in compliance with all applicable local laws, ordinances, regulations and permits concerning environmental pollution control and abatement.

1.3 PROTECTION OF NATURAL RESOURCES

A. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed be preserved in their existing condition or be restored to an equivalent of the existing condition, as approved by the Architect, upon completion of the work. Confine on-site construction activities to areas defined by the drawings and specifications.
1.4 TOXIC SUBSTANCES

B. Asbestos and Hazardous Materials Procedure: In the event the Contractor, during the course of the work on the project, encounters the presence of asbestos or any materials containing asbestos, or polychlorinated biphenyl (PCB's) or any other hazardous materials as recognized by local Authorities having jurisdiction, promptly notify the Owner through the Architect. Do not perform any work pertinent to the asbestos or hazardous material prior to receipt of special instructions from the Owner through the Architect. Any delay in the progress of the work as a result of encountering either asbestos or hazardous materials on the project will be mitigated by the Architect. Within 24 hours of this notification to the Owner through the Architect of the encountering of the presence of asbestos or hazardous materials, the Contractor will meet with the Architect to replan and work around the affected area. The Architect will provide the special instructions without delay and upon confirmation by the local Authorities of the actions taken and authorize work to progress.

C. Asbestos testing has been completed and asbestos-containing materials were not found.

D. Comply with all applicable provisions of the National Emission Standards for Asbestos (40 CFR 61 Subpart B) should they be uncovered.

E. Comply with the local regulations of polychlorinated biphenyl (PCB). Since these chemicals are used in some existing insulation, existing fixed and vehicular transformers, assure proper marking, handling, and disposal of any PCB's in accordance with the regulations of 40 CFR 761.

1. Do not use PCB chemical substance, mixture, equipment, container, sealant, coating, or dust-control agent except in accordance with regulations of 40 CFR 761.
2. Immediately report any PCB chemical substance, mixture, equipment, container, sealant, coating or dust control agent found stored within the project area to the Architect in writing and stop work in the area.

F. Lead paint is not known to be present.

1.5 CONTROL AND DISPOSAL OF EXCESS MATERIAL, TRASH AND DEBRIS

A. Dispose of excess excavated material that is approved by the Architect as clean fill onsite if an onsite soil disposal area is approved by the Architect. If no such site is approved, dispose of the material in accordance with the provision of paragraph 1.5 (C).

B. Pick-up trash and place in containers. Empty containers on a regular schedule. Conduct handling and disposal to prevent contamination of the site and other areas. Do not dispose of in areas of natural vegetation. On completion, leave the area clean and natural looking.

C. Dispose of rubbish and debris as follows:

1. Transport all waste off the site and dispose of it in a manner that complies with State, and local requirements. Secure a permit or license prior to transporting any material off the site. Do not burn or bury waste materials on the site.
1.6 CONTROL AND DISPOSAL OF CHEMICAL AND SANITARY WASTES

A. Store chemical waste in corrosion-resistant containers, remove from the project site, and dispose of as necessary, but not less frequently than monthly. Provide for disposal of chemical waste in accordance with standard established practices as approved by the Architect. Dispose of lubricants to be discarded in accordance with approved procedures meeting state, and local regulations.

1.7 DUST CONTROL

A. Keep dust down at all times including nonworking hours, weekends, and holidays.

B. Secure and cover transport equipment and loose materials in transit to ensure that materials do not become airborne during transit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01 60 00
PRODUCT REQUIREMENTS

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 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 but are not limited to the following:
   1. Division 1 Section "References" for applicable industry standards for products specified.
   2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
   3. Other included 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, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. 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 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
   a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.

5. 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 CSI Form 13.1A at the end of this 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 Actions: 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. Comparable Product 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. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable
product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."

b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 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 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 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.


7. Or Equal: Where products are specified by name and accompanied by the term "or equal" 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 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.


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 to Proceed. 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)
**SUBSTITUTION REQUEST**
(After the Bidding/Negotiating Phase)

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- New product
- 1-4 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 receiving specified item:

Similar Installation:

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Proposed substitution affects other parts of Work:  
- No  
- Yes, explain

Savings to Owner for accepting substitution:  
($)

Proposed substitution changes Contract Time:  
- No  
- Yes, [Add]  
- Yes, [Deduct]  
- days

Supporting Data Attached:  
- Drawings  
- Product Data  
- Samples  
- Tests  
- Reports  

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Page 1 of 2  
Form Version: June 2004  
CSI Form 13.1A

Bernardon LLC  
Project No.: 8347.19-19  
PRODUCT REQUIREMENTS  
01 60 00 - 9

NOT FOR BIDDING PURPOSES
SUBSTITUTION REQUEST
(After the Bidding/Negotiating Phase — 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 01 25 00 Substitution Procedures.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: ____________________________ Date: ______________

Additional Comments: □ Contractor □ Subcontractor □ Supplier □ Manufacturer □ A/E

☐ Other:

END OF SECTION

INTERIOR FIT-OUT
Project No. MC2006000177
Fenwick Island Lightkeeper’s House
August 10, 2020

PRODUCT REQUIREMENTS
01 60 00 - 10
Bernardon LLC
Project No.: 8347.19-19

NOT FOR BIDDING PURPOSES
SECTION 01 73 00
EXECUTION REQUIREMENTS

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 general procedural requirements governing execution of the Work including, but not limited to, the following:

2. General installation of products.
3. Coordination of Owner-installed products.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections include the following:

1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
3. Division 1 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.
4. Division 02 Section "Selective Demolition" for demolition and removal of selected portions of the building.

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 invert elevation at 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 local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

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. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

C. Building Lines and Levels: Locate and lay out control lines and levels for foundations including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations from two or more locations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that
adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust 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 I Section "Quality Requirements."
3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 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
SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the but are not limited to the following:

1. Division 2 Section "Selective Demolition" for demolition of selected portions of the building for alterations.

1.3 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.

1. Fire-protection systems.
2. Control systems.
3. Communication systems.
4. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, which results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Piping and ductwork.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect’s opinion, reduce the building’s aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer’s written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete & Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.

5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION
SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.

B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.

C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.

D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.

E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.

F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.

G. Approved Recycling Facility: Any of the following:

1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.

2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

1.3 SUBMITTALS

A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the Notice to Proceed.

B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit 3 copies of report.

Bernardon LLC
Project No.: 8347.19-19

CONSTRUCTION WASTE MANAGEMENT

01 74 19 - 1
1.4 PERFORMANCE REQUIREMENTS

A. General: Divert a minimum of 75% CDL waste, by weight, from the landfill by one, or a combination of the following activities:

1. Salvage
2. Reuse
3. Source-Separated CDL Recycling
4. Co-mingled CDL Recycling

B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Acoustical ceiling tiles
2. Asphalt
3. Asphalt shingles
4. Cardboard packaging
5. Carpet and carpet pad
6. Concrete
7. Drywall
8. Fluorescent lights and ballasts
9. Land clearing debris (vegetation, stumpage, dirt)
10. Metals
11. Paint (through hazardous waste outlets)
12. Wood
13. Plastic film (sheeting, shrink wrap, packaging)
14. Window glass
15. Wood
16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.4 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

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

C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.

1. Attendees: Inform the following individuals, whose presence is required, of date and time
of meeting.

a. Owner
b. Architect
c. Contractor’s superintendent
d. Major subcontractors
e. Waste Management Coordinator
f. Other concerned parties

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:

a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
b. Review requirements for documenting quantities of each type of waste and its disposition.
c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
e. Review waste management requirements for each trade.

3. Minutes: Record discussion. Distribute meeting minutes to all participants.
   Note: If there is a Project Architect, they will perform this role.

1.5 WASTE MANAGEMENT PLAN – Contractor shall develop and document the following:

A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.

B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.

C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:

   1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.

   2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:

      a. Contracting with a deconstruction specialist to salvage materials generated,
      b. Selective salvage as part of demolition contractor’s work,
      c. Reuse of materials on-site or sale or donation to a third party.

   3. Proposed methods for salvage, reuse, recycling and disposal during construction
including, but not limited to, one or more of the following:

a. Requiring subcontractors to take their CDL waste to a recycling facility;
b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
c. Processing and reusing materials on-site;
d. Self-hauling to a recycling or material recovery facility.

4. Name of recycling or material recovery facility receiving the CDL wastes.

5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Including cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of
recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

REMOVAL OF CONSTRUCTION WASTE MATERIALS

A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

B. Transport CDL waste materials off Owner's property and legally dispose of them.

C. Burning of CDL waste is not permitted.

END OF SECTION
# Waste Management Progress Report

<table>
<thead>
<tr>
<th>Material Category</th>
<th>Disposed in Municipal Solid Waste Landfill</th>
<th>Diverted from Landfill by Recycling, Salvage or Reuse</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Recycled</td>
</tr>
<tr>
<td>1. Acoustical Ceiling Tiles</td>
<td></td>
<td></td>
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<tr>
<td>2. Asphalt</td>
<td></td>
<td></td>
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<tr>
<td>3. Asphalt Shingles</td>
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<td></td>
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<tr>
<td>4. Cardboard Packaging</td>
<td></td>
<td></td>
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<tr>
<td>5. Carpet and Carpet Pad</td>
<td></td>
<td></td>
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<tr>
<td>6. Concrete</td>
<td></td>
<td></td>
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<td>7. Drywall</td>
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<td></td>
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<tr>
<td>8. Fluorescent Lights and Ballasts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Land Clearing Debris</td>
<td>(vegetation, stumpage, dirt)</td>
<td></td>
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<tr>
<td>10. Metals</td>
<td></td>
<td></td>
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<tr>
<td>11. Paint (through hazardous waste outlets)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Wood</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Plastic Film (sheeting, shrink wrap, packaging)</td>
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<tr>
<td>14. Window Glass</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other (insert description)</td>
<td></td>
<td></td>
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<tr>
<td>17. Other (insert description)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total (In Weight)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Percentage of Waste Diverted**

(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)
SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. Inspection procedures.
2. Project Record Documents.
3. Operation and maintenance manuals.
4. Warranties.
5. Instruction of Owner's personnel.
6. Final cleaning.

B. Related Sections include the following:

1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 1 Section “Photographic Documentation” for submitting project photographs of before, during, and after construction.
3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. Divisions 02 through 09 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, damage or settlement 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. Complete startup testing of systems.
8. Submit test/adjust/balance records.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Advise Owner of changeover in heat and other utilities.
11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. 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: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

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

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of 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. Submit demonstration and training videotapes.

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.
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 PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect’s reference during normal working hours.

B. Record Drawings: Maintain and submit one original set of blue- or black-line white prints with two copies of Contract Drawings and Shop Drawings.

1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
   a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
   b. Accurately record information in an understandable drawing technique.
   c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
   d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.

2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
3. Mark important additional information that was either shown schematically or omitted from original Drawings.
4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Note related Change Orders, Record Drawings, and Product Data, where applicable.

D. Record Product Data: Submit three copies of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.

E. Record Photographs: to include images taken prior to start of construction, at a minimum weekly during construction, (more often if directed by Architect or Owner,) and after substantial completion.

   1. Contractor shall include a key(s) indicating where each photo was taken and in which direction.

F. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 OPERATION AND MAINTENANCE MANUALS

A. Assemble three complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

   1. Maintenance Data:

      a. Manufacturer's information, including list of spare parts.
      b. Name, address, and telephone number of Installer or supplier.
      c. Maintenance procedures.
      d. Maintenance and service schedules for preventive and routine maintenance.
      e. Maintenance record forms.
      f. Sources of spare parts and maintenance materials.
g. Copies of maintenance service agreements.
h. Copies of warranties and bonds.

B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.8 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. 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.

C. Provide additional copies of each warranty to include in each operation and maintenance manual.

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. Provide a magnetic sweep of all areas around the building to retrieve stray nails, screws and other fasteners or metal shards.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. 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. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   g. Sweep concrete floors broom clean in unoccupied spaces.
   h. Clean transparent materials, including glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
   i. Remove labels that are not permanent.
   j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

k. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

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
SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

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 preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Maintenance manuals for the care and maintenance of products and materials.
B. Related Sections include but are not limited to the following:
   1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
   2. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
   3. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
   4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 SUBMITTALS
A. Final Submittal: Submit 1 copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
   1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.4 COORDINATION
A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.
PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. Table of contents.

B. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.
   6. Name and address of Architect.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
   1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. Operating standards.
   2. Operating procedures.

B. Descriptions: Include the following:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Operating characteristics.
   4. Limiting conditions.
   5. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
   1. Routine and normal operating instructions.
   2. Special operating instructions and procedures.
2.4 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer’s name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer’s written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to operation and maintenance manuals.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
   1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
   1. Do not use original Project Record Documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

F. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION
SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 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 but are not limited to the following:
   1. Division 01 Section "Closeout Procedures" for general closeout procedures and maintenance manual requirements.
   2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
   3. 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:
   2. a. Final Submittal: Submit three sets of marked-up Record Prints and one set of record transparencies. Print each Drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit three copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit three copies 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 the 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. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings 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 the same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.

2. Refer instances of uncertainty to Architect for resolution.

3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.
4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.

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 SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
   4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
   5. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.3 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 Drawings, and Product Data where applicable.

2.4 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
SECTION 01 79 00
DEMONSTRATION AND TRAINING

PART 1  GENERAL

1.01  SUMMARY

A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.

B. Training of State of Delaware - Division of Historical and Cultural Affairs personnel in operation and maintenance is required for:
   1. All software-operated systems.
   2. HVAC systems and equipment.
   3. Plumbing equipment.
   4. Electrical systems and equipment.
   5. Items specified in individual product Sections.

C. Training of State of Delaware - Division of Historical and Cultural Affairs personnel in care, cleaning, maintenance, and repair is required for:
   1. Items specified in individual product Sections.

1.02  RELATED REQUIREMENTS

A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.

B. Section 01 91 13 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.

1.03  SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:
   1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
   2. Submit one copy to the Commissioning Authority, not to be returned.
   3. Make commissioning submittals on time schedule specified by Commissioning Authority.
   4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.

B. Draft Training Plans: State of Delaware - Division of Historical and Cultural Affairs will designate personnel to be trained; tailor training to needs and skill-level of attendees.
   1. Submit to DEDC, LLC for transmittal to State of Delaware - Division of Historical and Cultural Affairs.
   2. Submit to Commissioning Authority for review and inclusion in overall training plan.
   3. Submit not less than four weeks prior to start of training.
   4. Revise and resubmit until acceptable.
   5. Provide an overall schedule showing all training sessions.
   6. Include at least the following for each training session:
      a. Identification, date, time, and duration.
      b. Description of products and/or systems to be covered.
      c. Name of firm and person conducting training; include qualifications.
      d. Intended audience, such as job description.
      e. Objectives of training and suggested methods of ensuring adequate training.
      f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
      g. Media to be used, such as slides, hand-outs, etc.
      h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
1. Include applicable portion of O&M manuals.
2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
3. Provide one extra copy of each training manual to be included with operation and maintenance data.

D. Training Reports:
   1. Identification of each training session, date, time, and duration.
   2. Sign-in sheet showing names and job titles of attendees.
   3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
   4. Include Commissioning Authority's formal acceptance of training session.

E. Video Recordings: Submit digital video recording of each demonstration and training session for State of Delaware - Division of Historical and Cultural Affairs's subsequent use.
   1. Format: DVD Disc.
   2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by State of Delaware - Division of Historical and Cultural Affairs.

B. Demonstration may be combined with State of Delaware - Division of Historical and Cultural Affairs personnel training if applicable.

C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.
   2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

A. Conduct training on-site unless otherwise indicated.

B. State of Delaware - Division of Historical and Cultural Affairs will provide classroom and seating at no cost to Contractor.

C. Provide training in minimum two hour segments.

D. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.

E. Training schedule will be subject to availability of State of Delaware - Division of Historical and Cultural Affairs's personnel to be trained; re-schedule training sessions as required by State of Delaware - Division of Historical and Cultural Affairs.
Delaware - Division of Historical and Cultural Affairs; once schedule has been approved by State of Delaware - Division of Historical and Cultural Affairs failure to conduct sessions according to schedule will be cause for State of Delaware - Division of Historical and Cultural Affairs to charge Contractor for personnel "show-up" time.

F. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
1. The location of the O&M manuals and procedures for use and preservation; backup copies.
2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
3. Typical uses of the O&M manuals.

G. Product- and System-Specific Training:
1. Review the applicable O&M manuals.
2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
4. Provide hands-on training on all operational modes possible and preventive maintenance.
5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
6. Discuss common troubleshooting problems and solutions.
7. Discuss any peculiarities of equipment installation or operation.
8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
9. Review recommended tools and spare parts inventory suggestions of manufacturers.
10. Review spare parts and tools required to be furnished by Contractor.
11. Review spare parts suppliers and sources and procurement procedures.

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

END OF SECTION
SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS

PART 1  GENERAL

1.01  SUMMARY

A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:

   1. Verify that the work is installed in accordance with the Contract Documents, the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports are utilized to achieve this.
   2. Verify and document that functional performance is in accordance with the Contract Documents: Functional Tests such as manufacturers startup reports, balancing, and site demonstrations executed by the contractor and witnessed by the Commissioning Authority are utilized to achieve this.
   3. Verify that operation and maintenance manuals submitted to State of Delaware - Division of Historical and Cultural Affairs are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
   4. Verify that the State of Delaware - Division of Historical and Cultural Affairs’s operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.

B. The Commissioning Authority is the State of Delaware - Division of Historical and Cultural Affairs

1.02  SCOPE OF COMMISSIONING

A. The following are to be commissioned:

B. Plumbing Systems:
   1. Water heaters.

C. HVAC System, including:
   1. Major and minor equipment items.
   2. Piping systems and equipment.
   3. Ductwork and accessories.
   4. Control system.

D. Electrical Systems:
   1. Lighting controls other than manual switches.

E. Electronic Safety and Security:
   1. Security system, including doors and hardware.
   2. Fire and smoke alarms.

F. Communications:
   1. Voice and data systems.

G. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.03  RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: General startup requirements.
B. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.
C. Section 01 79 00 - Demonstration and Training: Scope and procedures for State of Delaware - Division of Historical and Cultural Affairs personnel training.
D. Section 23 08 00 - Commissioning of HVAC: HVAC control system testing; other requirements.
E. Section 23 09 59 - BAS System Commissioning
PART 2 PRODUCTS

2.01 TEST EQUIPMENT

A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of State of Delaware - Division of Historical and Cultural Affairs.

B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
   1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F and resolution of plus/minus 0.1 degree F.
   2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
   3. Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.

C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to State of Delaware - Division of Historical and Cultural Affairs; such equipment, tools, and instruments are to become the property of State of Delaware - Division of Historical and Cultural Affairs.

PART 3 EXECUTION

3.01 STARTUP PLANS AND REPORTS

A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 2 weeks prior to startup.

B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.

C. Submit directly to the Commissioning Authority and DEDC, LLC.

3.02 FUNCTIONAL TESTS

A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.

B. Commissioning Authority is responsible for witnessing results of Functional Tests.

C. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to State of Delaware - Division of Historical and Cultural Affairs; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
   1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with Contract Documents or does not perform properly.
   2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
   3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
   4. Contractor shall bear the cost of State of Delaware - Division of Historical and Cultural Affairs and Commissioning Authority personnel time witnessing re-testing.
D. Functional Test Procedures:
   1. Some test procedures are included in Contract Documents; where Functional Test procedures are not included in Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
   2. Examples of Functional Testing:
      a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
      b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
      c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
      d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.

E. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

3.03 TEST PROCEDURES - GENERAL
A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.
C. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.

3.04 OPERATION AND MAINTENANCE MANUALS
A. See Section 01 78 00 - Closeout Submittals for additional requirements.
B. Add design intent documentation furnished by DEDC, LLC to manuals prior to submission to State of Delaware - Division of Historical and Cultural Affairs.

END OF SECTION
SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS


B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection and for dust control. Indicate proposed locations and construction of barriers.

C. Schedule of selective demolition activities with starting and ending dates for each activity.

D. Predemolition photographs or video.

1.5 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

   1. Hazardous materials will be removed by Owner before start of the Work.
   2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

C. Inventory and record the condition of items to be removed and salvaged.

3.2 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C. Remove temporary barricades and protections where hazards no longer exist.
3.3 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
4. Maintain fire watch during and for at least four hours after flame-cutting operations.
5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
6. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner’s storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
3.4 CLEANING

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION
SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Concrete formwork.
B. Concrete reinforcement.
C. Miscellaneous concrete elements, including equipment pads.
D. Concrete curing.

1.02 REFERENCE STANDARDS
C. ACI 301 - Specifications for Structural Concrete; 2010 (Errata 2012).
E. ACI 305R - Hot Weather Concreting; 2010.
F. ACI 306R - Cold Weather Concreting; 2010.
G. ACI 308R - Guide to Curing Concrete; 2001 (Reapproved 2008).
H. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011.
I. ACI 347R - Guide to Formwork for Concrete; 2014.
P. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2015.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
C. Test Reports: Submit report for each test or series of tests specified.

1.04 QUALITY ASSURANCE
A. Perform work of this section in accordance with ACI 301 and ACI 318.
   1. Maintain one copy of each document on site.
B. Follow recommendations of ACI 305R when concreting during hot weather.
C. Follow recommendations of ACI 306R when concreting during cold weather.
PART 2 PRODUCTS

2.01 FORMWORK
A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
B. Form Materials: Contractor’s choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
   1. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

2.02 REINFORCEMENT MATERIALS
A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
B. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gage, 0.0508 inch.

2.03 CONCRETE MATERIALS
A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
   1. Acquire cement for entire project from same source.
B. Fine and Coarse Aggregates: ASTM C33/C33M.
   1. Acquire aggregates for entire project from same source.
C. Fly Ash: ASTM C618, Class C or F.
D. Calcined Pozzolan: ASTM C618, Class N.
E. Silica Fume: ASTM C1240, proportioned in accordance with ACI 211.1.

2.04 ACCESSORY MATERIALS
A. Moisture-Retaining Cover: ASTM C 171; regular curing paper, white curing paper, clear polyethylene, or white polyethylene.

2.05 CONCRETE MIX DESIGN
A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
   1. For trial mixtures method, employ independent testing agency acceptable to DEDC, LLC for preparing and reporting proposed mix designs.
C. Normal Weight Concrete:
   1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: As scheduled in part 3.09.
   2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
   3. Calcined Pozzolan Content: Maximum 10 percent of cementitious materials by weight.
   4. Silica Fume Content: Maximum 5 percent of cementitious materials by weight.

2.06 MIXING
A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify lines, levels, and dimensions before proceeding with work of this section.
3.02 PREPARATION
   A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS
   A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

3.04 PLACING CONCRETE
   A. Place concrete in accordance with ACI 304R.
   B. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

3.05 CONCRETE FINISHING
   A. Repair surface defects, including tie holes, immediately after removing formwork.

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

3.07 FIELD QUALITY CONTROL
   A. An independent testing agency will perform field quality control tests.
   B. Provide free access to concrete operations at project site and cooperate with appointed firm.
   C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
   D. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.
   E. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards or less of each class of concrete placed.
   F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
   G. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

3.08 DEFECTIVE CONCRETE
   A. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
   B. Repair or replacement of defective concrete will be determined by the DEDC, LLC. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
3.09 SCHEDULE - CONCRETE TYPES AND FINISHES

A. Condensing Unit Pad: 4,500 PSI 28 day concrete, form finish with honeycomb exposed side surfaces, level broom finish top surface.

END OF SECTION
SECTION 06 10 53
MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Wood blocking and nailers.
3. Wood furring.
4. Wood sleepers.
5. Utility shelving.
6. Plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1.3 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS: GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.
2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2.
   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSB Board of Review.

D. Application: Treat items indicated on Drawings, and the following:
   1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
   2. Wood sills, sleepers, blocking, furring, and similar concealed members in contact with masonry or concrete.
   3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
   4. Wood framing members that are less than 18 inches above the ground in crawlspace or unexcavated areas.
   5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
   1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D2898. Use for exterior locations and where indicated.
   2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201 at 92 percent relative humidity. Use where exterior type is not indicated.
   3. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D5664, and design value adjustment factors shall be calculated according to ASTM D6841.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.

C. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
D. Application: Treat items indicated on Drawings, and the following:

1. Concealed blocking.
2. Wood cants, nailers, curbs, equipment support bases, blocking, and similar members in connection with roofing.
3. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.

B. Other Framing: Construction or No. 2 grade of any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Southern pine or mixed southern pine; SPIB.
5. Spruce-pine-fir; NLGA.
6. Douglas fir-south; WWPA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-larch (north); NLGA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

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.
5. Furring.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

C. Utility Shelving: Lumber with 15 percent maximum moisture content of eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium or No. 2 Common (Sterling) grade; NeLMA, NLGA, WCLIB, or WWPA.

D. Concealed Boards: 15 percent maximum moisture content of any of the following species and grades:

1. Mixed southern pine or southern pine, No. 2 grade; SPIB.
2. Eastern softwoods, No. 2 Common grade; NELMA.
3. Northern species, No. 2 Common grade; NLGA.
4. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.
2.6 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch 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 carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Screws for Fastening to Metal Framing: ASTM C1002, length as recommended by screw manufacturer for material being fastened.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.

C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.

D. Do not splice structural members between supports unless otherwise indicated.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

F. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

2. 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.
3. ICC-ES evaluation report for fastener.
3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION
SECTION 06 16 00
SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Subflooring.
   2. Underlayment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1.3 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:
   1. Wood-preservative-treated plywood.
   2. Fire-retardant-treated plywood.

1.4 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance Ratings: As tested according to ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

   1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 WOOD PANEL PRODUCTS

2.3 PRESERVATIVE-TREATED PLYWOOD
   A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2.
   B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
   C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.4 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 E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
      1. 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 D2898. Use for exterior locations and where indicated.
      2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201/D3201M at 92 percent relative humidity. Use where exterior type is not indicated.
      3. Design Value Adjustment Factors: Treated lumber plywood shall be tested according to ASTM D5516 and design value adjustment factors shall be calculated according to ASTM D6305. Span ratings after treatment shall be not less than span ratings specified.
   C. Kiln-dry material after treatment to a maximum moisture content of 15 percent.
   D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.
   E. Application: Treat plywood indicated on Drawings.

2.5 SUBFLOORING AND UNDERLAYMENT
   A. Plywood Subflooring: Exterior single-floor panels or sheathing.
   B. Underlayment: Provide underlayment in nominal thicknesses indicated or, if not indicated, not less than 1/4 inch over smooth subfloors and not less than 3/8 inch over board or uneven subfloors.
      1. Plywood Underlayment for Resilient Flooring: DOC PS 1, Exterior A-C with fully sanded face.

2.6 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

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. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
   2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in the ICC's International Residential Code for One- and Two-Family Dwellings.
   3. ICC-ES evaluation report for fasteners.

D. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 WOOD STRUCTURAL PANEL INSTALLATION


B. Fastening Methods: Fasten panels as indicated below:
   1. Subflooring:
      a. Glue and nail to wood framing.
      b. Screw to cold-formed metal framing.
      c. Space panels 1/8 inch apart at edges and ends.
   2. Underlayment:
      a. Nail to subflooring.
      b. Space panels 1/32 inch apart at edges and ends.
c. Fill and sand edge joints of underlayment receiving resilient flooring immediately before installing flooring.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Interior trim, including non-fire-rated interior door frames.
   2. Shelving.

1.2 DEFINITIONS
A. MDF: Medium-density fiberboard.
B. MDO: Plywood with a medium-density overlay on the face.
C. PVC: Polyvinyl chloride.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of process and factory-fabricated product.
B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL
A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
   1. Factory mark each piece of lumber with grade stamp of grading agency.
   2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by grading agency.
B. Softwood Plywood: DOC PS 1.
C. Hardboard: ANSI A135.4.
D. MDF: ANSI A208.2, Grade 130.
E. Particleboard: ANSI A208.1, Grade M-2-Exterior Glue.

F. Melamine-Faced Particleboard: Particleboard complying with ANSI A208.1, Grade M-2, finished on both faces with thermally fused, melamine-impregnated decorative paper and complying with NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.


2.2 INTERIOR TRIM

A. Lumber Trim for Opaque Finish (Painted Finish):

   1. Species and Grade: Alder, aspen, basswood, cottonwood, gum, magnolia, soft maple, sycamore, tupelo, or yellow poplar; NHLA A Finish.
   2. Maximum Moisture Content: 10 percent.
   4. Face Surface: Surfaced (smooth).
   5. Optional Material: Primed MDF of same actual dimensions as lumber indicated may be used in lieu of lumber.

B. Moldings for Opaque Finish (Painted Finish): Made to patterns included in MMPA's "WM/Series Softwood Moulding Patterns."

      a. Species: Eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine.
      b. Maximum Moisture Content: 15 percent with at least 85 percent of shipment at 12 percent or less.
   2. Hardwood Moldings: MMPA WM 4, P-grade.
      a. Species: Alder, aspen, basswood, cottonwood, gum, magnolia, soft maple, sycamore, tupelo, or yellow poplar.
      b. Maximum Moisture Content: 9 percent.
   4. Patterns as indicated on drawings.

2.3 PANELING

A. Board Paneling:

   1. Species and Grade: Eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine; NeLMA, NLGA, or WWPA Finish or 1 Common (Colonial).
   2. Maximum Moisture Content: 15 percent.
   3. Pattern: Edge and center bead, tongue and groove, NeLMA E & CB.
   4. Net Coverage Width: To match existing stair railing at 2nd floor.
2.4 SHELVING AND CLOTHES RODS

A. Closet and utility Shelving: Made from one of the following materials, 3/4 inch thick:
   1. MDO softwood plywood with solid-wood edge.
   2. Wood boards as specified above for lumber trim for opaque finish.
   3. Softwood Boards: Kiln-dried eastern white, Idaho white, lodgepole, ponderosa, radiata, or sugar pine; NeLMA, NLGA, or WWPA Finish or 1 Common (Colonial).

B. Shelf Cleats: 3/4-by-3-1/2-inch boards, as specified above for shelving lumber trim for opaque finish.

C. Shelf Brackets with Rod Support: BHMA A156.16, B04051; prime-painted formed steel.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      a. A&M Hardware, Inc.
      b. EPCO, Engineered Products Co.

D. Shelf Brackets without Rod Support: BHMA A156.16, B04041; prime-painted formed steel.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      a. A&M Hardware, Inc.
      b. EPCO, Engineered Products Co.

E. Rod Flanges: Chrome-plated steel.

2.5 MISCELLANEOUS MATERIALS

A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.


C. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.

D. Paneling Adhesive: Comply with paneling manufacturer's written instructions for adhesives.

E. Multipurpose Construction Adhesive: Formulation, complying with ASTM D3498, that is recommended for indicated use by adhesive manufacturer.
PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of projections and substances detrimental to application.

B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

3.2 INSTALLATION, GENERAL

A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials.

1. Use concealed shims where necessary for alignment.
2. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
3. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
4. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
5. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

3.3 STANDING AND RUNNING TRIM INSTALLATION

A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.

1. Do not use pieces less than 24 inches long, except where necessary.
2. Stagger joints in adjacent and related standing and running trim.
3. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.
4. Use scarf joints for end-to-end joints.
5. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
6. Match color and grain pattern of trim for transparent finish (stain or clear finish) across joints.
7. Install trim after gypsum-board joint finishing operations are completed.
8. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.
9. Fasten to prevent movement or warping.
10. Countersink fastener heads on exposed carpentry work and fill holes.
3.4 PANELING INSTALLATION

A. Board Paneling: Install according to manufacturer's written instructions.

1. Install in full lengths without end joints.
2. Install with uniform end joints. Locate end joints only over furring or blocking.
3. Install with uniform tight joints between boards.
4. Fasten paneling by blind nailing through tongues.

3.5 SHELVING AND CLOTHES ROD INSTALLATION

A. Cut shelf cleats at ends of shelves about 1/2 inch less than width of shelves and sand exposed ends smooth.

1. Install shelf cleats by fastening to framing or backing with finish nails or trim screws, set below face and filled.
2. Space fasteners not more than 16 inches o.c. Use two fasteners at each framing member or fastener location for cleats 4 inches nominal in width and wider.
3. Apply a bead of multipurpose construction adhesive to back of shelf cleats before installing.
4. Remove adhesive that is squeezed out after fastening shelf cleats in place.

B. Install shelf brackets according to manufacturer's written instructions, spaced not more than 32 inches o.c. Fasten to framing members, blocking, or metal backing, or use toggle bolts or hollow wall anchors.

C. Install standards for adjustable shelf supports according to manufacturer's written instructions. Fasten to framing members, blocking, or metal backing, or use toggle bolts or hollow wall anchors. Space fasteners not more than 12 inches o.c.

D. Install standards for adjustable shelf brackets according to manufacturer's written instructions, spaced not more than 36 inches o.c. and within 6 inches of ends of shelves. Fasten to framing members, blocking, or metal backing, or use toggle bolts or hollow wall anchors.

E. Cut shelves to neatly fit openings with only enough gap to allow shelves to be removed and reinstalled.

1. Install shelves, fully seated on cleats, brackets, and supports.
2. Fasten shelves to cleats with finish nails or trim screws, set flush.
3. Fasten shelves to brackets to comply with bracket manufacturer's written instructions.

END OF SECTION
SECTION 06 40 23
INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Interior standing and running trim.
   2. Interior frames and jambs.
   3. Wood furring, blocking, shims, and hanging strips for installing interior architectural woodwork items that are not concealed within other construction.
   4. Shop priming of interior architectural woodwork.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Anchors.
   2. Adhesives.
   4. Fire-Retardant Treatments: Include data and warranty information from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. Shop Drawings:
   1. Include the following:
      a. Dimensioned plans, elevations, and sections.
      b. Attachment details.
   2. Show large-scale details.
   3. Show locations and sizes of furring, blocking, and hanging strips, including blocking and reinforcement concealed by construction and specified in other Sections.
   4. Apply AWI Quality Certification Program label to Shop Drawings.

C. Samples: For each exposed product and for each shop-applied color and finish specified.
1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For architectural woodwork manufacturer and Installer.

B. Product Certificates: For the following:
   1. Composite wood and agrifiber products.
   2. Adhesives.

C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.6 QUALITY ASSURANCE

A. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
   1. Installer Qualifications: Licensed participant in AWI's Quality Certification Program.

B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
   1. Build mockups of typical interior architectural woodwork as shown on Drawings.
   2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install interior architectural woodwork until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels designed for building occupants for the remainder of the construction period.

B. Environmental Limitations: Do not deliver or install interior architectural woodwork until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 43 and 70 percent during the remainder of the construction period.
PART 2 - PRODUCTS

2.1 ARCHITECTURAL WOODWORK, GENERAL

A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

2.2 INTERIOR STANDING AND RUNNING TRIM FOR OPAQUE FINISH

A. Architectural Woodwork Standards Grade: Premium.
   1. Wood Species: Any closed-grain hardwood.
   2. Wood Moisture Content: 5 to 10 percent.

2.3 INTERIOR FRAMES AND JAMBS FOR OPAQUE FINISH

A. Architectural Woodwork Standards Grade: Premium.

B. Wood Species: Any closed-grain hardwood.
   1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches wide.
   2. Wood Moisture Content: 5 to 10 percent.

2.4 INTERIOR WOOD STAIRS AND RAILINGS

A. Architectural Woodwork Standards Grade: Premium.

B. Wood for Transparent Finish:
   1. Species and cut:
   2. Wood Moisture Content: 5 to 10 percent.

C. Wood for Opaque Finish:
   1. Species: Any closed-grain hardwood.
   2. Wood Moisture Content: 5 to 10 percent.

D. Rough Carriages for Stairs: No. 2 grade, kiln-dried to 15 percent maximum moisture content:
   1. Acceptable Species:
      b. Southern pine.
c. Douglas fir-larch (north).
d. Spruce-pine-fir.

E. Finishes for Stair Parts:

1. Treads: Transparent.
2. Risers: Opaque.
5. Handrails: Transparent.

F. Handrail Brackets: Cast bronze with wall flange drilled for exposed anchor and with support arm for screwing to underside of rail. Size to provide 1-1/2-inch clearance between handrail and face of wall.

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. Blum, Julius & Co., Inc.
   b. The Wagner Companies.

2.5 HARDWOOD SHEET MATERIALS

A. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of the Architectural Woodwork Standards for each type of interior architectural woodwork and quality grade specified unless otherwise indicated.

1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
3. Particleboard: Straw-based particleboard complying with requirements in ANSI A208.1, Grade M-2, except for density.

2.6 FIRE-RETARDANT-TREATED WOOD MATERIALS

A. Fire-Retardant-Treated Wood Materials: Where fire-retardant-treated materials are indicated, use materials complying with requirements that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products according to test method indicated by a qualified testing agency.

1. Use treated materials that comply with requirements of the Architectural Woodwork Standards. Do not use materials that are warped, discolored, or otherwise defective.
2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

B. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Kiln-dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.
2. For items indicated to receive a stained, transparent, or natural finish, use organic resin chemical formulation.
3. Mill lumber after treatment within limits set for wood removal that do not affect listed fire-test-response characteristics, using a woodworking shop certified by testing and inspecting agency.
4. Mill lumber before treatment, and implement procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of treated woodwork.

C. Fire-Retardant Particleboard: Made from softwood particles and fire-retardant chemicals mixed together at time of panel manufacture, to achieve flame-spread index of 25 or less and smoke-developed index of 25 or less according to ASTM E84.

1. For panels 3/4 inch thick and less, comply with ANSI A208.1 for Grade M-2, except for the following minimum properties: modulus of rupture, 1600 psi; modulus of elasticity, 300,000 psi; internal bond, 80 psi; and screw-holding capacity on face and edge, 250 and 225 lbf, respectively.
2. For panels 13/16 to 1-1/4 inches thick, comply with ANSI A208.1 for Grade M-1, except for the following minimum properties: modulus of rupture, 1300 psi; modulus of elasticity, 250,000 psi; linear expansion, 0.50 percent; and screw-holding capacity on face and edge, 250 and 175 lbf, respectively.

D. Fire-Retardant Fiberboard: Medium-density fiberboard (MDF) panels complying with ANSI A208.2, made from softwood fibers, synthetic resins, and fire-retardant chemicals mixed together at time of panel manufacture, to achieve flame-spread index of 25 or less and smoke-developed index of 200 or less according to ASTM E84.

2.7 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Nailers: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

1. Preservative Treatment: Provide softwood lumber treated by pressure process, AWPA U1; Use Category UC3b.
   a. Provide where in contact with concrete or masonry or where indicated on drawings.
   b. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
c. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
d. Mark lumber with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee's (ALSC) Board of Review.

2. Fire-Retardant Treatment: Complying with requirements; provide where indicated.

B. Provide self-drilling screws for metal-framing supports, as recommended by metal-framing manufacturer.

C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage.
   1. Provide metal expansion sleeves or expansion bolts for post-installed anchors.
   2. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

D. Installation Adhesive: Product recommended by fabricator for each substrate for secure anchorage.

2.8 FABRICATION

A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.

B. Fabricate interior architectural woodwork to dimensions, profiles, and details indicated.
   1. Ease edges to radius indicated for the following:
      a. Edges of Solid-Wood (Lumber) Members: 1/16 inch unless otherwise indicated.

C. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site.
   1. Disassemble components only as necessary for shipment and installation.
   2. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.
   3. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled.
      a. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting.
      b. Verify that parts fit as intended, and check measurements of assemblies against field measurements indicated on approved Shop Drawings before disassembling for shipment.

D. Stairs: Cut rough carriages to accurately fit treads and risers.
   1. Glue treads to risers, and glue and nail treads and risers to carriages.
   2. House wall and face stringers, and glue and wedge treads and risers.
   3. Fabricate stairs with treads and risers no more than 1/8 inch from indicated position and no more than 1/16 inch out of relative position for adjacent treads and risers.
2.9 SHOP PRIMING

A. Preparations for Finishing: Comply with the Architectural Woodwork Standards for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing interior architectural woodwork, as applicable to each unit of work.

B. Interior Architectural Woodwork for Opaque Finish: Shop prime with one coat of wood primer as specified in Section 099123 "Interior Painting."

1. Backpriming: Apply one coat of primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to surfaces installed in contact with concrete or masonry and to end-grain surfaces.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition interior architectural woodwork to humidity conditions in installation areas for not less than 72 hours prior to beginning of installation.

B. Before installing interior architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming of concealed surfaces.

3.2 INSTALLATION

A. Grade: Install interior architectural woodwork to comply with same grade as item to be installed.

B. Assemble interior architectural woodwork and complete fabrication at Project site to the extent that it was not completed during shop fabrication.

C. Install interior architectural woodwork level, plumb, true in line, and without distortion.

1. Shim as required with concealed shims.
2. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

D. Scribe and cut interior architectural woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Preservative-Treated Wood: Where cut or drilled in field, treat cut ends and drilled holes according to AWPA M4.

F. Fire-Retardant-Treated Wood: Install fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions, including those for adhesives used to install woodwork.
G. Anchor interior architectural woodwork to anchors or blocking built in or directly attached to substrates.
   1. Secure with countersunk, concealed fasteners and blind nailing.
   2. Use fine finishing nails for exposed fastening, countersunk and filled flush with interior architectural woodwork.
   3. For shop-finished items, use filler matching finish of items being installed.

H. Standing and Running Trim:
   1. Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible.
   2. Do not use pieces less than 60 inches long, except where shorter single-length pieces are necessary.
   3. Scarf running joints and stagger in adjacent and related members.
   4. Fill gaps, if any, between top of base and wall with latex sealant, painted to match wall.
   5. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches.

I. Stairs: Securely anchor carriages to supporting substrates.
   1. Install stairs with treads and risers no more than 1/8 inch from indicated position.
   2. Secure with countersunk, concealed fasteners and blind nailing.
   3. Use fine finishing nails for exposed fastening, countersunk and filled flush with wood surface.

J. Railings:
   1. Install rails with no more than 1/8 inch in 96-inch variation from a straight line.
   2. Stair Rails: Glue and dowel or pin balusters to treads and railings, and railings to newel posts.
      a. Secure with countersunk, concealed fasteners and blind nailing.
      b. Use fine finishing nails for exposed fastening, countersunk and filled flush with wood surface.
   3. Wall Rails: Support rails on wall brackets securely fastened to wall framing.
      a. Space rail brackets not more than 32 inches o.c.

END OF SECTION
SECTION 06 41 16
PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Plastic-laminate-clad architectural cabinets.
   2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

1.2 PREINSTALLATION MEETINGS
A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of product.
   1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
B. Shop Drawings:
   1. Include plans, elevations, sections, and attachment details.
C. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS
A. Qualification Data: For manufacturer and Installer.
B. Research reports.
C. Field quality control reports.

1.5 QUALITY ASSURANCE
A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
B. Installer Qualifications: Manufacturer of products.
PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.

B. Architectural Woodwork Standards Grade: Premium.

C. Type of Construction: Frameless.

D. Door and Drawer-Front Style: Flush overlay.
   1. Reveal Dimension: As indicated.

E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Formica Corporation.
      b. Pionite; a Panolam Industries International, Inc. brand.
      c. Wilsonart LLC.

F. Laminate Cladding for Exposed Surfaces:
   1. Horizontal Surfaces: Grade HGS.
   2. Postformed Surfaces: Grade HGP.
   3. Vertical Surfaces: Grade VGS.
   4. Edges: Grade VGS.
   5. Pattern Direction: Vertically for doors and fixed panels, horizontally for drawer fronts.

G. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.

H. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
   1. Join subfronts, backs, and sides with glued dovetail joints.

I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
   1. As selected by Architect from laminate manufacturer's full range in the following categories:
      a. Solid colors, matte finish.
      b. Wood grains, matte finish.
c. Patterns, matte finish.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: 5 to 10 percent.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.

1. Softwood Plywood: DOC PS 1, medium-density overlay.
2. Thermoset Decorative Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials that are acceptable to authorities having jurisdiction as determined by testing performed on identical products by a qualified testing agency.

1. Use treated materials that comply with requirements of referenced quality standard. Do not use materials that are warped, discolored, or otherwise defective.
2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

2.4 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087100 "Door Hardware."

B. Butt Hinges: 2-3/4-inch, five-knuckle steel hinges made from 0.095-inch-thick metal, and as follows:

1. Semiconcealed Hinges for Flush Doors: BHMA A156.9, B01361.
2. Semiconcealed Hinges for Overlay Doors: BHMA A156.9, B01521.

C. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 100 degrees of opening, self-closing.

D. Back-Mounted Pulls: BHMA A156.9, B02011.
E. Wire Pulls: Back mounted, solid metal, 5 inches long, 2-1/2 inches deep, and 5/16 inch in diameter.

F. Catches: Magnetic catches, BHMA A156.9, B03141.

G. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.

H. Shelf Rests: BHMA A156.9, B04013; metal.

I. Drawer Slides: BHMA A156.9.
   1. Grade 1 and Grade 2: Side mounted and extending under bottom edge of drawer.
      a. Type: Full extension.
   2. For drawers not more than 3 inches high and not more than 24 inches wide, provide Grade 1.
   3. For drawers more than 3 inches high, but not more than 6 inches high and not more than 24 inches wide, provide Grade 1HD-100.

J. Door Locks: BHMA A156.11, E07121.

K. Door and Drawer Silencers: BHMA A156.16, L03011.

L. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
   1. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.

M. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.5 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesive for Bonding Plastic Laminate: Contact cement.
   1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.6 FABRICATION

A. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for
shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

B. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.

C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.

D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
   1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
   2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
   3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch penetration into wood framing, blocking, or hanging strips.

3.2 FIELD QUALITY CONTROL

A. Inspections: Provide inspection of installed Work through AWI's Quality Certification Program certifying that woodwork, including installation, complies with requirements of the Architectural Woodwork Standards for the specified grade.
   1. Inspection entity shall prepare and submit report of inspection.

END OF SECTION 06 41 16
SECTION 07 21 19
FOAMED-IN-PLACE INSULATION

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Closed-cell spray polyurethane foam.

1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS
A. Product test reports.
   B. Research reports.

PART 2 - PRODUCTS

2.1 CLOSED-CELL SPRAY POLYURETHANE FOAM
A. Closed-Cell Spray Polyurethane Foam: ASTM C1029, Type II, minimum density of 1.5 lb/cu. ft. and minimum aged R-value at 1-inch thickness of 6.2 deg F x h x sq. ft./Btu at 75 deg F.
   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. BASF Corporation.
      b. CertainTeed Corporation.
      c. Dow Chemical Company (The).
   2. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
      a. Flame-Spread Index: 25 or less.
      b. Smoke-Developed Index: 450 or less.
PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Spray insulation to envelop entire area to be insulated and fill voids.

C. Apply in multiple passes to not exceed maximum thicknesses recommended by manufacturer. Do not spray into rising foam.

D. Thickness:
   1. Walls: R-25 minimum
   2. Ceilings/Roof: R-49 minimum.

END OF SECTION
PART 1 GENERAL

1.01 RELATED REQUIREMENTS
A. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.

1.02 REFERENCE STANDARDS
C. ITS (DIR) - Directory of Listed Products; current edition.
F. SCAQMD 1168 - South Coast Air Quality Management District Rule No. 1168; current edition.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.
C. Product Data: Provide data on product characteristics, performance ratings, and limitations.

1.04 QUALITY ASSURANCE
A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
   1. Listing in UL (FRD), FM (AG), or ITS (DIR) will be considered as constituting an acceptable test report.
   2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at www.icc-es.org will be considered as constituting an acceptable test report.
B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
C. Installer Qualifications: Company specializing in performing the work of this section and:
   1. Approved by Factory Mutual Research Corporation under FM 4991, or meeting any two of the following requirements:
   2. Verification of minimum three years documented experience installing work of this type.
   3. Verification of at least five satisfactorily completed projects of comparable size and type.
   4. Licensed by local authorities having jurisdiction (AHJ).

PART 2 PRODUCTS

2.01 MATERIALS
A. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Provide type of materials as required for tested firestopping assembly.

2.02 FIRESTOPPING SYSTEMS
A. Firestopping: Any material meeting requirements.
   1. Fire Ratings: Use system that is listed by FM (AG), ITS (DIR), or UL (FRD) and tested in accordance with ASTM E814, ASTM E119, or UL 1479 with F Rating equal to fire rating of
2.03 MATERIALS

A. Firestopping Sealants: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.

B. Elastomeric Silicone Firestopping: Single component silicone elastomeric compound and compatible silicone sealant; conforming to the following:
   1. Color: Black, dark gray, or red.
   2. Manufacturers:
      b. 3M Fire Protection Products: www.3m.com/firestop.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

C. Foam Firestopping: Single component silicone foam compound; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Color: Dark grey.
   3. Manufacturers:
      a. 3M Fire Protection Products: www.3m.com/firestop.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

D. Fibered Compound Firestopping: Formulated compound mixed with incombustible non-asbestos fibers; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Color: Dark grey.
   3. Manufacturers:
      c. Substitutions: See Section 01 60 00 - Product Requirements.

E. Fiber Firestopping: Mineral fiber insulation used in conjunction with elastomeric surface sealer forming airtight bond to opening; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Manufacturers:
      d. Substitutions: See Section 01 60 00 - Product Requirements.

F. Firestop Devices - Wrap Type: Mechanical device with incombustible filler and sheet stainless steel jacket, intended to be installed after penetrating item has been installed; conforming to the following:
   1. Manufacturers:
      b. 3M Fire Protection Products: www.3m.com/firestop.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

G. Intumescent Putty: Compound that expands on exposure to surface heat gain; conforming to the following:
   1. Potential Expansion: Minimum 1000 percent.
   2. Durability and Longevity: Permanent.
3. Color: Black, dark gray, or red.
4. Manufacturers:
   b. 3M Fire Protection Products: www.3m.com/firestop.
   e. Substitutions: See Section 01 60 00 - Product Requirements.

H. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

PART 3 EXECUTION

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

3.02 INSTALLATION
   A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
   B. Do not cover installed firestopping until inspected by authorities having jurisdiction.

3.03 CLEANING
   A. Clean adjacent surfaces of firestopping materials.

3.04 PROTECTION
   A. Protect adjacent surfaces from damage by material installation.

END OF SECTION
SECTION 07 92 00
JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY
   A. Section Includes:
      1. Silicone joint sealants.
      2. Nonstaining silicone joint sealants.
      3. Urethane joint sealants.
      5. Latex joint sealants.

1.2 PREINSTALLATION MEETINGS
   A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS
   A. Product Data: For each joint-sealant product.
   B. Samples: For each kind and color of joint sealant required.
   C. Joint-Sealant Schedule: Include the following information:
      1. Joint-sealant application, joint location, and designation.
      2. Joint-sealant manufacturer and product name.

1.4 INFORMATIONAL SUBMITTALS
   A. Product test reports.
   B. Preconstruction laboratory test reports.
   C. Preconstruction field-adhesion-test reports.
   D. Field-adhesion-test reports.
   E. Sample warranties.
1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C1021 to conduct the testing indicated.

1.6 PRECONSTRUCTION TESTING

A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Adhesion Testing: Use ASTM C794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Compatibility Testing: Use ASTM C1087 to determine sealant compatibility when in contact with glazing and gasket materials.
3. Stain Testing: Use ASTM C1248 to determine stain potential of sealant when in contact with porous substrates.


1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.
2.2 NONSTAINING SILICONE JOINT SEALANTS

A. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. GE Construction Sealants; Momentive Performance Materials Inc.
   b. Pecora Corporation.
   c. Sika Corporation; Joint Sealants.
   d. The Dow Chemical Company.

2.3 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. BASF Corporation.
   b. Pecora Corporation.
   c. Sherwin-Williams Company (The).
   d. Sika Corporation; Joint Sealants.

2.4 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. GE Construction Sealants; Momentive Performance Materials Inc.
   b. Pecora Corporation.
   c. The Dow Chemical Company.

C. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Pecora Corporation.
   b. Sherwin-Williams Company (The).
2.5 JOINT-SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) or any type, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Alcot Plastics Ltd.
   b. BASF Corporation.
   c. Construction Foam Products; a division of Nomaco, Inc.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.6 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 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 laitance and form-release agents from concrete.
   2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.
3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with ASTM C1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. 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.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

1. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

3.3 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
   
a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
   b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.


B. Evaluation of Field-Adhesion-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.
3.4 JOINT-SEALANT SCHEDULE

   1. Joint Locations:
      a. As indicated on Drawings.
   2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

   1. Joint Locations:
      a. Tile control and expansion joints.
      b. Vertical joints on exposed surfaces of partitions.
      c. Other joints as indicated on Drawings.
   2. Joint Sealant: Urethane, S, NS, 25, NT.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
   1. Joint Locations:
      a. Control joints on exposed interior surfaces of exterior walls.
      b. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
      c. Other joints as indicated on Drawings.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
   1. Joint Locations:
      a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
      b. Tile control and expansion joints where indicated.
      c. Other joints as indicated on Drawings.
   2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

E. Joint-Sealant Application: Concealed mastics.
   1. Joint Locations:
a. Aluminum thresholds.
b. Sill plates.
c. Other joints as indicated on Drawings.

3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION
SECTION 08 14 33
STILE AND RAIL WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior stile and rail wood doors.
2. Interior stile and rail wood doors.
3. Factory fitting stile and rail wood doors to frames and factory machining for hardware.
4. Factory priming.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including the following:

1. Details of construction and glazing.
2. Door frame construction.
3. Factory-machining criteria.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data, including those for stiles, rails, panels, and moldings (sticking); and other pertinent data, including the following:

1. Door schedule indicating door and frame location, type, size, fire protection rating, and swing.
2. Door elevations, dimensions and location of hardware, lite locations, and glazing thickness.
3. Details of frame for each frame type, including dimensions and profile.
4. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
5. Clearances and undercuts.
6. Requirements for veneer matching.

1.3 INFORMATIONAL SUBMITTALS

1.4 CLOSEOUT SUBMITTALS

A. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.
1.5 QUALITY ASSURANCE

A. Egress Door Inspector Qualifications: Inspector for field quality control inspections of egress door assemblies shall meet the qualifications set forth in NFPA 101, section 7.2.1.15.4 and the following:

1. Door and Hardware Institute Fire and Egress Door Assembly Inspector (FDAI) certification.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Exterior Door Thermal Transmittance: Maximum whole fenestration product U-factor of $[0.25]$ $[0.30]$ $[0.35]$ $[0.40]$ $[0.45]$ $[0.65]$, <Insert Btu/sq. ft. x h x deg F>, according to AAMA 1503, ASTM E1423, or NFRC 100.

2.2 MATERIALS

A. Use only materials that comply with referenced standards and other requirements specified.

1. Assemble exterior doors, including components, with wet-use adhesives complying with ASTM D5572 for finger joints and with ASTM D5751 for joints other than finger joints.

2. Assemble interior doors, including components, with either dry-use or wet-use adhesives complying with ASTM D5572 for finger joints and with ASTM D5751 for joints other than finger joints.

B. Panel Products: Any of the following unless otherwise indicated:


2. Medium-density fiberboard (MDF,) complying with ANSI A208.2, Grade 130.

3. Hardboard complying with ANSI A135.4.


C. Safety Glass: Provide products complying with testing requirements in 16 CFR 1201, for Category II materials, unless those of Category I are expressly indicated and permitted.

2.3 EXTERIOR STILE AND RAIL WOOD DOORS

A. Exterior Stile and Rail Wood Doors Type “A”: Exterior stock/custom doors complying with and with other requirements specified.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Eggers Industries.

   b. Karona by JELD-WEN.
2.4 INTERIOR STILE AND RAIL WOOD DOORS

A. Interior Stile and Rail Wood Doors”B”: Interior stock doors complying with AWI, AWMAC, and WI's Architectural Woodwork Standards and with other requirements specified.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Assa Abloy, Maiman.
   b. Karona by JELD-WEN.
   c. VT Industries Inc.

3. Architectural Woodwork Standards Grade: Custom.
4. Panel Designs: Indicated on Drawings. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
5. Finish: Opaque.
6. Door Construction for Opaque Finish:
a. Stile and Rail Construction: Clear softwood; may be edge glued for width and finger jointed.
b. Raised-Panel Construction: Clear softwood lumber; edge glued for width.

7. Stile and Rail Widths: Manufacturer's standard, but not less than the following:
   b. Bottom Rails: 9 inches.

8. Raised-Panel Thickness: Manufacturer's standard, but not less than 3/4 inch.
9. Molding Profile (Sticking): As selected by Architect from manufacturer's full range.
10. Mark, label, or otherwise identify stile and rail wood doors as complying with WDMA I.S. 6A and grade specified.

2.5 STILE AND RAIL WOOD DOOR FABRICATION

A. Factory fit interior doors to suit frame-opening sizes indicated, with the following uniform clearances and bevels unless otherwise indicated:

1. Clearances:
   a. Provide 1/8 inch at heads, jambs, and between pairs of doors.
   b. Provide 1/2 inch from bottom of door to top of decorative floor finish or covering.
   c. Where threshold is shown on Drawings or scheduled, provide not more than 3/8 inch from bottom of door to top of threshold.

2. Bevel non-fire-rated doors 1/8 inch in 2 inches at lock and hinge edges.

B. Fabricate exterior stile and rail wood doors in sizes indicated for field fitting.

C. Factory machine doors for hardware that is not surface applied.

1. Locate hardware to comply with DHI-WDHS-3.
2. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.
3. For doors scheduled to receive electrified locksets, provide factory-installed raceway and wiring to accommodate specified hardware.
4. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before factory machining.

D. Glazed Openings: Trim openings indicated for glazing with solid-wood moldings, with one side removable. Miter wood moldings at corner joints.

E. Glazed Openings: Factory install glazing in doors using manufacturer's standard elastomeric glazing sealant complying with ASTM C920. Secure glass in place with removable wood moldings. Miter wood moldings at corner joints.

F. Exterior Doors: Factory treat exterior doors with water-repellent preservative after fabrication has been completed but before shop priming.
2. Flash top of outswinging doors with manufacturer's standard metal flashing.

2.6 FACTORY PRIMING

A. Doors for Opaque Finish: Shop prime faces, all four edges, edges of cutouts, and mortises with one coat of wood primer specified in Section 09 91 23 "Interior Painting."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hardware: For installation, see Section 08 71 00 "Door Hardware."

B. Install doors and frames to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

1. Install fire-rated door frames according to NFPA 80.
   a. Install frames level, plumb, true, and straight.
      1) Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.
   b. Anchor frames to anchors or blocking built in or directly attached to substrates.
      1) Secure with countersunk, concealed fasteners and blind nailing.
      2) Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.
   c. For shop-finished items, use filler matching finish of items being installed.

2. Install fire-rated doors according to NFPA 80.
3. Install smoke- and draft-control doors according to NFPA 105.

C. Job-Fitted Doors:

1. Align and fit doors in frames with uniform clearances and bevels as indicated below.
   a. Do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors.
3. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
4. Clearances:
   a. Provide 1/8 inch at heads, jambs, and between pairs of doors.
   b. Provide 1/2 inch from bottom of door to top of decorative floor finish or covering unless otherwise indicated on Drawings.
c. Where threshold is shown on Drawings or scheduled, provide 3/8 inch from bottom of door to top of threshold unless otherwise indicated.

d. Comply with NFPA 80 for fire-rated doors.

5. Bevel non-fire-rated doors 1/8 inch in 2 inches at lock and hinge edges.

D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

3.2 FIELD QUALITY CONTROL

A. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.

B. Reinspect repaired or replaced installations to determine if replaced or repaired door installations comply with specified requirements.

3.3 ADJUSTING

A. Operation: Rehang or replace doors that do not swing or operate freely.

B. Finished Doors: Replace doors that are damaged or do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION
SECTION 08 71 00
DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanical door hardware for the following:
   a. Swinging doors.

2. Cylinders for door hardware specified in other Sections.

3. Electrified door hardware.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site Insert location.

B. Keying Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For electrified door hardware.

   1. Include diagrams for power, signal, and control wiring.
   2. Include details of interface of electrified door hardware and building safety and security systems.

C. Samples: For each exposed product in each finish specified.

D. Door hardware schedule.

E. Keying schedule.

1.4 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.
1.6 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.

1. Scheduling Responsibility: Preparation of door hardware and keying schedule.
2. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.

B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as an Architectural Hardware Consultant (AHC).

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
    a. Exit Devices: Two years from date of Substantial Completion.
    b. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with ICC A117.1.

2.2 SCHEDULED DOOR HARDWARE

A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.

1. Door hardware is scheduled on Drawings.
2.3 Hinges

A. Hinges: BHMA A156.1.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Baldwin Hardware Corporation; #1041 with #1090 ball finial or a comparable product by one of the following:
   a. Hager Companies.
   b. McKinney Products Company; an ASSA ABLOY Group company.
   c. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.4 Mechanical Locks and Latches

A. Lock Functions: As indicated in door hardware schedule.

B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:

1. Bored Locks: Minimum 1/2-inch latchbolt throw.

C. Lock Backset: 2-3/4 inches unless otherwise indicated.

D. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.

E. Bored Locks: BHMA A156.2; Grade 1; Series 4000.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Hager Companies; Series 3400 or a comparable product by one of the following:
   a. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
   b. SARGENT Manufacturing Company; ASSA ABLOY.
   c. Yale Security Inc; an ASSA ABLOY Group company.

2.5 Lock Cylinders

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Best Access Systems; Stanley Security Solutions, Inc.; Best standard core or a comparable product by one of the following:
a. ASSA, Inc.
b. Hager Companies.
c. SARGENT Manufacturing Company; ASSA ABLOY.

B. Standard Lock Cylinders: BHMA A156.5; Grade 1 permanent cores; face finished to match lockset.
   1. Core Type: Interchangeable.


D. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

2.6 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock.
   1. No Master Key System: Only change keys operate cylinders.
      a. Provide three cylinder change keys.
   2. Master Key System: Change keys and a master key operate cylinders.
      a. Provide three cylinder change keys and five master keys.
   3. Grand Master Key System: Change keys, a master key, and a grand master key operate cylinders.
      a. Provide three cylinder change keys and five each of master and grand master keys.
   4. Great-Grand Master Key System: Change keys, a master key, a grand master key, and a great-grand master key operate cylinders.
      a. Provide three cylinder change keys and five each of master, grand master, and great-grand master keys.
   5. Existing System:
      a. Master key or grand master key locks to Owner's existing system.
      b. Re-key Owner's existing master key system into new keying system.
   6. Keyed Alike: Key all cylinders to same change key.

B. Keys: Nickel silver.
   1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
a. Notation: Information to be furnished by Owner.

2.7 KEY CONTROL SYSTEM

A. Key Control Cabinet: BHMA A156.28; metal cabinet with baked-enamel finish; containing key-holding hooks, labels, two sets of key tags with self-locking key holders, key-gathering envelopes, and temporary and permanent markers; with key capacity of 150 percent of the number of locks.

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 Key Boxes and Cabinets.
   b. Lund Equipment Co., Inc.
   c. United Technologies Corporation (UTC Climate, Controls & Security - Interlogix).

2. Wall-Mounted Cabinet: Grade 1 cabinet with hinged-panel door equipped with key-holding panels and pin-tumbler cylinder door lock.

2.8 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel unless otherwise indicated.

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. Hager Companies.
   b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
   c. Trimco.

2.9 SURFACE CLOSERS

A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer’s written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

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. DORMA USA, Inc.
   b. Hager Companies.
   c. SARGENT Manufacturing Company; ASSA ABLOY.
2.10 MECHANICAL STOPS AND HOLDERS

A. Wall- and Floor-Mounted Stops: BHMA A156.16.

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. Hager Companies.
   b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
   c. Trimco.

2.11 OVERHEAD STOPS AND HOLDERS

A. Overhead Stops and Holders: BHMA A156.8.

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. DORMA USA, Inc.
   b. Hager Companies.
   c. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
   d. SARGENT Manufacturing Company; ASSA ABLOY.

2.12 DOOR GASKETING

A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

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. Hager Companies.
   b. M-D Building Products, Inc.
   c. National Guard Products, Inc.

B. Maximum Air Leakage: When tested according to ASTM E283 with tested pressure differential of 0.3-inch wg, as follows:

   1. Smoke-Rated Gasketing: 0.3 cfm/sq. ft. of door opening.
   2. Gasketing on Single Doors: 0.3 cfm/sq. ft. of door opening.
   3. Gasketing on Double Doors: 0.50 cfm per foot of door opening.

2.13 Thresholds

A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Hager Companies.
   b. M-D Building Products, Inc.
   c. National Guard Products, Inc.

2.14 METAL PROTECTIVE TRIM UNITS

   A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch-thick stainless steel, with manufacturer's standard machine or self-tapping screw fasteners.

   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Hager Companies.
      b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
      c. Trimco.

2.15 FINISHES

   A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

PART 3 - EXECUTION

3.1 INSTALLATION

   A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

      2. Custom Steel Doors and Frames: HMMA 831.

   B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallaion of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

   C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

   D. Intermediate Offset Pivots: Where offset pivots are indicated, provide intermediate offset pivots in quantities indicated in door hardware schedule, but not fewer than one intermediate offset
pivot per door and one additional intermediate offset pivot for every 30 inches of door height greater than 90 inches.

E. Lock Cylinders: Install construction cores to secure building and areas during construction period.
   1. Replace construction cores with permanent cores as directed by Owner.
   2. Furnish permanent cores to Owner for installation.

F. Key Control Cabinet: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

G. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 07 92 00 "Joint Sealants."

H. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

I. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
   1. Do not notch perimeter gasketing to install other surface-applied hardware.

J. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

K. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.2 ADJUSTING

A. Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

END OF SECTION
SECTION 09 29 00
GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Interior gypsum board.
   2. Tile backing panels.
   3. Texture finishes.

1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Samples: For each texture finish indicated on same backing indicated for Work.

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 E119 by an independent testing agency.
B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL
A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD
A. Gypsum Board, Type X: ASTM C1396/C1396M.
   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. Georgia-Pacific Gypsum LLC.
c. USG Corporation.

2. Thickness: 5/8 inch.

B. Flexible Gypsum Board: ASTM C1396/C1396M. Manufactured to bend to fit radii and to be more flexible than standard regular-type gypsum board of same thickness.

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. Georgia-Pacific Gypsum LLC.
c. USG Corporation.

2. Thickness: 1/4 inch.

C. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.

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. Georgia-Pacific Gypsum LLC.
c. USG Corporation.

2. Core: 5/8 inch, Type X.
4. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.4 SPECIALTY GYPSUM BOARD

A. Gypsum Board, Type C: ASTM C1396/C1396M. Manufactured to have increased fire-resistive capability.

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. Georgia-Pacific Gypsum LLC.
c. USG Corporation.

2. Thickness: As required by fire-resistance-rated assembly indicated on Drawings.

2.5 TILE BACKING PANELS

A. Glass-Mat, Water-Resistant Backing Board: ASTM C1178/C1178M, 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. Georgia-Pacific Gypsum LLC.
   c. USG Corporation.

2. Core: 5/8 inch, Type X.
3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

B. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, 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. Georgia-Pacific Gypsum LLC.
   c. USG Corporation.

2. Thickness: 5/8 inch.
3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.6 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

2. Shapes:
   a. Cornerbead.
   b. Bullnose bead.
   c. LC-Bead: J-shaped; exposed long flange receives joint compound.
   d. L-Bead: L-shaped; exposed long flange receives joint compound.
   e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
   f. Expansion (control) joint.
   g. Curved-Edge Cornerbead: With notched or flexible flanges.
2.7 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
4. 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.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
   a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.

D. Joint Compound for Tile Backing Panels:

1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
2. Cementitious Backer Units: As recommended by backer unit manufacturer.

2.8 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer’s written instructions.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

D. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
E. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E90.

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. Hilti, Inc.
   b. Pecora Corporation.
   c. USG Corporation.

F. Thermal Insulation: As specified in Section 07 21 00 "Thermal Insulation."

G. Vapor Retarder: As specified in Section 07 26 00 "Vapor Retarders."

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS

A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

B. Comply with ASTM C840.

C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-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. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

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 C840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile.
3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
   a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."
H. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.

I. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.2 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION
SECTION 09 65 19
RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Solid vinyl floor tile.

1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
   B. Samples: For each exposed product and for each color and pattern specified.

1.3 CLOSEOUT SUBMITTALS
A. Maintenance data.

1.4 QUALITY ASSURANCE
A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS
A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
   1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 SOLID VINYL FLOOR TILE
A. Basis-of-Design Product: Subject to compliance with requirements, provide Mannington Mills, Inc.; Mannington Select - Wood or a comparable product by one of the following:
   1. Shaw Contract Group; a Berkshire Hathaway company.
   2. TOLI International.
B. Tile Standard: ASTM F1700.
   1. Class: Class III, Printed Film Vinyl Tile.
   2. Type: B, Embossed Surface.
C. Thickness: 0.098 inch.
D. Size: 5 by 48 inches.
E. Colors and Patterns: Match Architect's samples.

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 floor tile manufacturer for applications indicated.
B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION
A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
C. Do not install floor tiles until materials are the same temperature as space where they are to be installed.
   1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

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 marking device.

G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.

H. Adhere floor tiles to 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.

I. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.

1. Apply two coat(s).

END OF SECTION
SECTION 09 68 16
SHEET CARPETING

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Tufted carpet.
   2. Woven carpet.
   3. Carpet cushion.

1.2 PREINSTALLATION MEETINGS
A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of product.
   B. Shop Drawings: For carpet installation, showing the following:
      1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet.
      2. Carpet type, color, and dye lot.
      3. Locations where dye lot changes occur.
      4. Seam locations, types, and methods.
      5. Type of subfloor.
      6. Type of installation.
      7. Pattern type, repeat size, location, direction, and starting point.
      8. Pile direction.
      9. Types, colors, and locations of edge, transition, and other accessory strips.
     10. Transition details to other flooring materials.
     11. Type of carpet cushion.
   C. Samples: For each exposed product and for each color and texture required.

1.4 INFORMATIONAL SUBMITTALS
A. Product test reports.
   B. Sample warranties.
1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.6 QUALITY ASSURANCE

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

1.7 WARRANTY

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

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

PART 2 - PRODUCTS

2.1 TUFTED CARPET CP-1

A. Basis-of-Design Product: Subject to compliance with requirements, provide Mohawk Group (The); Mohawk Carpet, LLC; Trailmix or a comparable product by one of the following:
   1. Mannington Mills, Inc.
   2. Shaw Contract Group; a Berkshire Hathaway company.

B. Color: As selected by Architect from manufacturer's full range.

C. Pattern: Match Architect's samples.

D. Fiber Content: 100 percent nylon 6.

E. Fiber Type: Colorstrand SD Nylon.

F. Pile Characteristic: textured pattern loop pile.

G. Pile Thickness: 0.126 inches for finished carpet.

H. Stitches: 10.0.

J. Total Weight: 20 oz./sq. yd. for finished carpet.

K. Primary Backing: Manufacturer's standard material.

L. Roll Width: 12 feet.

M. Applied Treatments:
   1. Applied Soil-Resistance Treatment: Manufacturer's standard material.

2.2 CARPET CUSHION

A. Basis-of-Design Product: Subject to compliance with requirements, provide Durkan’s; EcoComfort Step or a comparable product by one of the following:
   1. Dalton Foam; a division of NCFI Polyurethanes; a division of Barnhardt Manufacturing Company.

B. Traffic Classification: CCC Class II, heavy traffic.

C. Fiber Cushion: Synthetic.
   1. Weight: 28 oz./sq. yd..
   2. Thickness: 3/8 inches plus 5 percent maximum.

2.3 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet cushion manufacturer.

B. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and is recommended or provided by carpet and carpet cushion manufacturers.

C. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Wood Subfloors: Verify that underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.
3.2 PREPARATION

A. General: Comply with CRI's "CRI Carpet Installation Standard" and with carpet manufacturer's written installation instructions for preparing substrates.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.

C. Broom and vacuum clean substrates to be covered immediately before installing carpet.

3.3 CARPET INSTALLATION

A. Comply with CRI's "CRI Carpet Installation Standard" and carpet and carpet cushion manufacturers' written installation instructions for the following:

1. Double-glue-down installation.

B. Comply with carpet manufacturer's written instructions and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.

C. Install pattern parallel to walls.

D. Cut and fit carpet 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 manufacturer.

E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet as marked on subfloor. Use nonpermanent, nonstaining marking device.

G. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods recommended in writing by carpet manufacturer and carpet cushion and adhesive manufacturers.

END OF SECTION
SECTION 09 91 13
EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Surface preparation and application of paint systems on the following exterior substrates:
   a. Concrete.
   b. Steel and iron.
   c. Wood.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Samples: For each type of topcoat product.

C. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in the Exterior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.3 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
   a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
   b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.
   a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Benjamin Moore & Co.
   2. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.

B. Products: Subject to compliance with requirements, provide one of the products listed in the Exterior Painting Schedule for the paint category indicated.

2.2 PAINT PRODUCTS

A. MPI Standards: Provide products complying with MPI standards indicated and 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 topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

B. 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. 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.

3.3 INSTALLATION

A. Apply paints in accordance with 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. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

B. 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.

C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. High-Build Latex System MPI EXT 3.1L: Dry film thickness of not less than 10 mils.

   a. Prime Coat: As recommended in writing by topcoat manufacturer.
   b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
   c. Topcoat: Latex, exterior, high build, MPI #40.

   1) Benjamin Moore; Coronado, Elastite 100 Acrylic 20 mil Elastomeric Waterproof Coating Super Stretch.
   2) Sherwin-Williams; ConFlex XL, High Build Coating, A05W00451/CF11W0051.

B. Steel and Iron Substrates:

1. Quick-Dry Enamel System MPI EXT 5.1A:

   a. Prime Coat: Primer, alkyd, quick dry, for metal, MPI #76.
1) Benjamin Moore; Corotech, Prep All Universal Metal Primer, V132
2) Rust-Oleum; Universal Alkyd Primer, 302140
3) Sherwin-Williams; Protective & Marine, Kem Bond HS Universal Alkyd Primer, B50WZ0004.


c. Gloss Topcoat: Alkyd, quick dry, gloss (MPI Gloss Level 7), MPI #96.
1) Benjamin Moore; Corotech, High Solids Rapid Dry Gloss Enamel, V225.
2) Rust-Oleum; 7400 System DTM Alkyd Enamel, 2766402.
3) Sherwin-Williams; Product Finishes, SHER-KEM High Gloss Metal Finishing Enamel, F75WC7.

C. Wood Substrates: Wood trim and Doors.

1. Latex System MPI EXT 6.3A:

a. Prime Coat: Primer, alkyd for exterior wood, MPI #5.
1) Benjamin Moore; Fresh Start, All-Purpose Alkyd Primer, 024/F24.
2) Rust-Oleum; Zinsser, Allprime Oil Base Primer Sealer and Stain Blocker, 3651.
3) Sherwin-Williams; A-100, Ext Fast Dry Stain Blocking Alkyd Primer, Y24WB8005.


c. Semigloss Topcoat: Latex, exterior, semigloss (MPI Gloss Level 5), MPI #11.
1) Benjamin Moore; Regal Select, Exterior Paint High Build Soft Gloss Finish.
2) Rust-Oleum; Zinsser, Perma-White Mold and Mildew Proof Exterior Paint, 3131.
3) Sherwin-Williams; A-100, Exterior Latex Gloss, A08W00251.

END OF SECTION
SECTION 09 91 23
INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior substrates which include but are not limited to the following:

1. Steel and iron.
2. Galvanized metal.
3. Wood.

1.2 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.
   1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Samples: For each type of paint system and in each color and gloss of topcoat.
1.4 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
   a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
   b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.
   a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

1. Benjamin Moore & Co.
2. Dulux (formerly ICI Paints); a brand of AkzoNobel.
3. PPG Paints.

B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI-Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Architect from manufacturer's full range.
1. Ten percent of surface area will be painted with deep tones.

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. Wood: 15 percent.
2. Gypsum Board: 12 percent.
3. 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 Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification 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 INTERIOR PAINTING SCHEDULE

A. Steel Substrates:
a. Prime Coat: Primer, quick dry anti-corrosive, for metal
   1) Sherwin Williams- Pro- Industrial Pro- Cryl-Universal Primer.

b. Prime Coat: Shop primer specified in Section where substrate is specified.
c. Intermediate: Water based, Alkyd Urethane
d. Topcoat: Latex, interior,
   1) Sherwin Williams- Pro-Industrial WB Alkyd Urethane Enamel, B53 series Semi-gloss.

B. Galvanized-Metal Substrates:
   1. Latex System
      a. Prime Coat: Primer, galvanized, water based.
         1) Sherwin Williams- Pro-Industrial Pro-Cryl Universal Primer.
      c. Topcoat: Latex, interior, Semi-Gloss
         1) Sherwin Williams- Pro-Industrial WB Alkyd Urethane Enamel, B53 Series.

C. Wood Substrates: Exposed framing.
   1. Latex over Latex Primer System
      a. Prime Coat: Primer, latex, for interior wood
         1) Sherwin Williams - Pro Mar 200 Zero VOC Primer.
      c. Topcoat: Latex, interior, Semi-Gloss
         1) Sherwin Williams - Solo Latex 100 Acrylic.

   1. Latex over Latex Primer System
      a. Prime Coat: Primer, latex, for interior wood
         1) Sherwin Williams - Pro Mar 200 Zero VOC Primer.
      c. Topcoat: Latex, interior, Semi-Gloss
         1) Sherwin Williams - Solo Latex 100 Acrylic.

E. Gypsum Board and Plaster Substrates:
1. Latex over Latex Sealer System
   
a. Prime Coat: Primer sealer, latex, interior
      1) Sherwin Williams- Pro Mar 200 Zero VOC Primer.

b. Prime Coat: Latex, interior, matching topcoat.


d. Topcoat: Latex, interior, Ceilings and Soffits
      1) Sherwin Williams- Pro Mar Ceiling Paint Flat.

e. Topcoat: Latex, interior Wall
      1) Sherwin Williams- Pro Mar 200 Zero VOC Eggshell.

END OF SECTION
SECTION 09 96 53
ELASTOMERIC COATINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and application of elastomeric coatings to the following exterior substrates:
   1. Existing sheet metal roofing.

1.2 ACTION SUBMITTALS

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

B. Samples: For each type of elastomeric coating indicated and in each color and gloss.

1.3 QUALITY ASSURANCE

A. Contractor qualifications: Work shall be performed by a firm that qualifies as a “Restoration Specialist,” defined as an individual or firm of established reputation in building restoration (or, if newly organized, whose personnel have previously established a reputation in the field), who or which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, performing on-site treatment of existing historic materials, or otherwise performing work required by the contract. The individual or firm shall have recent and documented experience in the preparation and painting of exterior surfaces in National Register-listed buildings.

B. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
   1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
      a. Horizontal Surfaces: Provide samples of at least 4 sq. ft.
      b. Other Items: Architect will designate items or areas required.
   2. Final approval of color selections will be based on mockups.
      a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
1.4 PROJECT CONDITIONS

A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.

B. Apply waterborne paints only when temperatures of surface to be painted and surrounding air are between 50 and 90 deg F.

C. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.5 EXTRA MATERIALS

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

1. Quantity: 3 percent, but not less than 1 gallon of each finish material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design Elastomeric Roof Coating System:
   1. Manufacturer: Preservation Products, Inc.

B. Existing Metal Roofing indicated to receive elastomeric coating (unreinforced):
   1. Basis of Design system: HP-3 Elastomeric Coating System (unreinforced), as made by Preservation Products, consisting of primer, base coat, and finish coats.

2.2 BASIS-OF-DESIGN MATERIALS

A. Primer:
   1. Over existing roof coating: Acrymax AF-127 Primer, applied at the rate of 200-250 square feet per gallon.

B. Base Coat: Acrymax HP-1000, applied at a rate of 100 square feet per gallon.

C. Finish Coats: HP-500, applied at a rate of 100 square feet per gallon.

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and coating systems indicated.
B. Remove hardware and hardware accessories, plates, machined surfaces, light fixtures, and similar items already installed that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.

1. After completing coating operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Crack Repair: Fill cracks according to manufacturer's written instructions before coating surfaces.

3.2 APPLICATION

A. Material Preparation:
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Omit primer over metal surfaces that have been shop primed and touchup painted.

C. Application Procedures: Apply paints and coatings by brush, roller, airless spray, or other applicators according to manufacturer's written instructions.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.

E. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others.

F. Base Coat: Apply over primer. Where reinforcing fabric is indicated, do not allow base coat to dry out prior to placement of fabric.

G. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

3.3 CLEANING AND PROTECTING

A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Owner.

3.4 ELASTOMERIC ROOF COATING SCHEDULE

A. Existing Metal Roofing indicated to receive elastomeric coating (unreinforced):
   2. HP-3 System:
      a. Primer: Acrymax AF-127, applied at the rate of 200-250 square feet per gallon.
      b. Base Coat: Acrymax HP-1000, applied at rate of 100 square feet per gallon.
      c. 2 Finish Coats: Acrymax HP-5000, color selected by Architect, applied at rate of 100 square feet per gallon.

END OF SECTION
SECTION 10 28 00
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Public-use washroom accessories.
   2. Underlavatory guards.

1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.
B. Samples: Full size, for each exposed product and for each finish specified.

1.3 INFORMATIONAL SUBMITTALS
A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS
A. Maintenance data.

1.5 WARRANTY
A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: 15 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.
2.2 PUBLIC-USE WASHROOM ACCESSORIES

A. Toilet Tissue (Roll) Dispenser TA-1:
   1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #0264-1A or a comparable product by one of the following:
      a. Bobrick Washroom Equipment, Inc.
      b. Bradley Corporation.
   2. Description: Double-roll dispenser.
   5. Capacity: Designed for 4-1/2- or 5-inch- diameter tissue rolls.

B. Paper Towel (Folded) Dispenser TA-2:
   1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #0457-2 or a comparable product by one of the following:
      a. Bobrick Washroom Equipment, Inc.
      b. Bradley Corporation.
   3. Minimum Capacity: 400 C-fold or 525 multifold towels.
   5. Lockset: Tumbler type.
   6. Refill Indicator: Pierced slots at sides or front.

C. Liquid-Soap Dispenser TA-3:
   1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #0347 or a comparable product by one of the following:
      a. Bobrick Washroom Equipment, Inc.
      b. Bradley Corporation.
   2. Description: Designed for dispensing antibacterial soap in liquid or lotion form.
   4. Capacity: 40 oz. Retain "Lockset" and "Refill Indicator" subparagraphs below if required.
   5. Lockset: Tumbler type.

D. Grab Bar TA-4:
   1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #3700-18 or a comparable product by one of the following:
      a. Bobrick Washroom Equipment, Inc.
      b. Bradley Corporation.
3. Material: Stainless steel, 0.05 inch thick.
   a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
5. Configuration and Length: Straight, 18 inches long.

E. Grab Bar TA-5:
1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #3700-42 or a comparable product by one of the following:
   a. Bobrick Washroom Equipment, Inc.
   b. Bradley Corporation.
3. Material: Stainless steel, 0.05 inch thick.
   a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
5. Configuration and Length: Straight, 42 inches long.

F. Grab Bar TA-6:
1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #3700-36 or a comparable product by one of the following:
   a. Bobrick Washroom Equipment, Inc.
   b. Bradley Corporation.
3. Material: Stainless steel, 0.05 inch thick.
   a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
5. Configuration and Length: Straight, 36 inches long.

G. Grab Bar TA-7:
1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #3700-54 or a comparable product by one of the following:
   a. Bobrick Washroom Equipment, Inc.
   b. Bradley Corporation.
3. Material: Stainless steel, 0.05 inch thick.
TOILET, BATH, AND LAUNDRY ACCESSORIES

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a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.


H. Configuration and Length: Straight, 30 inches long.

Mirror Unit TA-8:

1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #0535-1830 or a comparable product by one of the following:
   a. Bobrick Washroom Equipment, Inc.
   b. Bradley Corporation.

2. Frame: Stainless steel, fixed tilt.
   a. Corners: Manufacturer's standard.

   a. One-piece, galvanized-steel, wall-hanger device with spring-action locking mechanism to hold mirror unit in position with no exposed screws or bolts.

4. Size: 18 by 30 inches.

I. Coat Hook TA-9:

1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #0740-Z or a comparable product by one of the following:
   a. Bobrick Washroom Equipment, Inc.
   b. Bradley Corporation.

2. Description: Single-prong unit.


2.3 UNDERLAVATORY GUARDS

A. Underlavatory Guard TA-10:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Truebro by IPS Corporation; Lav Guard 2 or a comparable product by one of the following:
   a. Buckaroos, Inc.
   b. Plumberex Specialty Products, Inc.

2. Description: Insulating pipe covering for supply and drain piping assemblies that prevents direct contact with and burns from piping; allow service access without removing coverings.

2.4 CUSTODIAL ACCESSORIES

A. Mop and Broom Holder TA-11:

1. Basis-of-Design Product: Subject to compliance with requirements, provide American Specialties, Inc; #1308-3 or a comparable product by one of the following:
   a. Bobrick Washroom Equipment, Inc.
   b. Bradley Corporation.

2. Description: Unit with shelf, hooks, and holders beneath shelf.
3. Length: 34 inches.
5. Mop/Broom Holders: Three, spring-loaded, rubber hat, cam type.

   a. Shelf: Not less than nominal 0.05-inch-thick stainless steel.

2.5 FABRICATION

A. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf, when tested according to ASTM F446.

END OF SECTION
SECTION 10 44 16
FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Warranty: Sample of special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.6 COORDINATION

A. Coordinate type and capacity of fire extinguishers with fire-protection cabinets to ensure fit and function.

1.7 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. Warranty Period: Six years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

A. Fire Extinguishers: Type, size, and capacity for each mounting bracket indicated.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Kidde Residential and Commercial Division; Pro 10 MP Fire Extinguisher #466204 or a comparable product by one of the following:
   a. Guardian Fire Equipment, Inc.
   b. JL Industries, Inc.; a division of the Activar Construction Products Group.
   c. Larsens Manufacturing Company.

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.

2.3 MOUNTING BRACKETS

A. Mounting Brackets: Manufacturer's standard steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or black baked-enamel finish.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Kidde Residential and Commercial Division; standard hanger or a comparable product by one of the following:
   a. Guardian Fire Equipment, Inc.
   b. JL Industries, Inc.; a division of the Activar Construction Products Group.
   c. Larsens Manufacturing Company.

B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.

1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.

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 and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
   1. Mounting Brackets: Top of fire extinguisher to be at 42 inches above finished floor.

C. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION
INTERIOR FIT-OUT
Fenwick Island Lightkeeper’s House

Project No. MC2006000177
August 10, 2020

FIRE EXTINGUISHERS
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Bernardon LLC
Project No.: 8347.19-19
SECTION 22 05 48
VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Vibration-isolated equipment support bases.
B. Inertia bases.
C. Vibration isolators.

1.02 RELATED REQUIREMENTS
A. Section 03 30 00 - Cast-in-Place Concrete.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data:
C. Shop Drawings: Indicate inertia bases and locate vibration isolators, with static and dynamic load on each.
D. Manufacturer's Instructions: Indicate installation instructions with special procedures and setting dimensions.

PART 2 PRODUCTS
2.01 MANUFACTURERS
D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS
A. General:
   1. All vibration isolators, base frames and inertia bases to conform to all uniform deflection and stability requirements under all operating loads.

2.03 VIBRATION-ISOLATED EQUIPMENT SUPPORT BASES

2.04 INERTIA BASES
A. Structural Bases:
   1. Construction: Welded structural steel with gusseted brackets, to support equipment and motor with motor slide rails.
   2. Design: Sufficiently rigid to prevent misalignment or undue stress on machine, and to transmit design loads to isolators and snubbers.
B. Concrete Inertia Bases:
   1. Construction: Structural steel channel perimeter frame, with gusseted brackets and anchor bolts, reinforcing; concrete filled.
   2. Mass: Minimum of 1.5 times weight of isolated equipment.
   3. Connecting Point: Reinforced to connect isolators and snubbers to base.

2.05 VIBRATION ISOLATORS
A. Restrained Open Spring Isolators:
   1. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection. Color code springs for load carrying capacity.
2. Spring Mounts: Provide with leveling devices, minimum 0.25 inch thick neoprene sound pads, and zinc chromate plated hardware.
3. Sound Pads: Size for minimum deflection of 0.05 inch; meet requirements for neoprene pad isolators.
4. Restraint: Provide heavy mounting frame and limit stops.

B. Spring Hanger:
   1. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection. Color code springs for load carrying capacity.
   2. Housings: Incorporate neoprene isolation pad meeting requirements for neoprene pad isolators.

C. Neoprene Pad Isolators:
   1. Rubber or neoprene waffle pads.
      a. Hardness: 30 durometer.
      b. Thickness: Minimum 1/2 inch.
      c. Maximum Loading: 50 psi.
      d. Rib Height: Maximum 0.7 times width.
   3. Configuration: 1/2 inch thick waffle pads bonded each side of 1/4 inch thick steel plate.

PART 3 EXECUTION

3.01 INSTALLATION
   A. Install products in accordance with manufacturer's instructions.
   B. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
   C. Secure fasteners according to manufacturer's recommended torque settings.
   D. Install flexible piping connections to provide sufficient slack for vibration isolation and/or seismic relative displacements as indicated or as required.

3.02 INSTALLATION - GENERAL
   A. Install in accordance with manufacturer's instructions.
   B. Bases:
      1. Set steel bases for one inch clearance between housekeeping pad and base.
      2. Set concrete inertia bases for 2 inches clearance between housekeeping pad and base.
      3. Adjust equipment level.
   C. On closed spring isolators, adjust so side stabilizers are clear under normal operating conditions.
   D. Prior to making piping connections to equipment with operating weights substantially different from installed weights, block up equipment with temporary shims to final height. When full load is applied, adjust isolators to load to allow shim removal.

3.03 FIELD QUALITY CONTROL
   A. See Section 01 40 00 - Quality Requirements, for additional requirements.
   B. Inspect vibration isolation and/or seismic control components for damage and defects.
   C. Correct deficiencies and replace damaged or defective vibration isolation and/or seismic control components.
   D. Inspect isolated equipment after installation and submit report. Include static deflections.

3.04 SCHEDULES
   A. Pipe Isolation Schedule.
      1. 1 Inch Pipe Size: Isolate 120 diameters from equipment.
2. 2 Inch Pipe Size: Isolate 90 diameters from equipment.

END OF SECTION
SECTION 22 05 53
IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Nameplates.
B. Tags.
C. Pipe markers.

1.02 REFERENCE STANDARDS

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

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS
A. Piping: Tags.
B. Pumps: Nameplates.
C. Tanks: Nameplates.
D. Valves: Tags.

2.02 NAMEPLATES
A. Description: Laminated three-layer plastic with engraved letters.
   2. Letter Height: 1/4 inch.

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

2.04 PIPE MARKERS
A. Comply with ASME A13.1.
B. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

PART 3 EXECUTION

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

3.02 INSTALLATION
A. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
B. Install tags with corrosion resistant chain.
C. Install plastic pipe markers in accordance with manufacturer's instructions.
D. Use tags on piping 3/4 inch diameter and smaller.
1. Identify service, flow direction, and pressure.
2. Install in clear view and align with axis of piping.
3. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.

3.03 SCHEDULES
A. Domestic Water: Green Background with White Lettering

END OF SECTION
SECTION 22 07 19
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Piping insulation.
B. Jackets and accessories.

1.02 RELATED REQUIREMENTS
A. Section 07 84 00 - Firestopping.
B. Section 22 10 05 - Plumbing Piping: Placement of hangers and hanger inserts.
C. Section 23 21 13 - Hydronic Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

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

1.06 DELIVERY, STORAGE, AND HANDLING
A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

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

PART 2 PRODUCTS

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

2.02 GLASS FIBER
A. Manufacturers:
   3. Substitutions: See Section 01 60 00 - Product Requirements.
B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
   1. K Value: ASTM C177, 0.24 at 75 degrees F.
   2. Maximum Service Temperature: 850 degrees F.
   3. Maximum Moisture Absorption: 0.2 percent by volume.

C. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
   1. K Value: ASTM C177, 0.24 at 75 degrees F.
   2. Maximum Service Temperature: 650 degrees F.
   3. Maximum Moisture Absorption: 0.2 percent by volume.

D. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.

2.03 JACKETS
A. PVC Plastic.
   1. Manufacturers:
      b. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Jacket: One piece molded type fitting covers and sheet material, off-white color.
      a. Minimum Service Temperature: 0 degrees F.
      b. Maximum Service Temperature: 150 degrees F.
      c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
      d. Thickness: 10 mil.
      e. Connections: Brush on welding adhesive.

PART 3 EXECUTION

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

3.02 INSTALLATION
A. Install in accordance with manufacturer's instructions.
B. Exposed Piping: Locate insulation and cover seams in least visible locations.
C. Glass fiber insulated pipes conveying fluids below ambient temperature:
   1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
   2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
D. Glass fiber insulated pipes conveying fluids above ambient temperature:
   1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
   2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
E. Inserts and Shields:
   1. Application: Piping 1-1/2 inches diameter or larger.
   2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
   3. Insert Location: Between support shield and piping and under the finish jacket.
   4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.

F. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 84 00.

G. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with canvas jacket sized for finish painting.

H. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

I. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

3.03 SCHEDULES

A. Plumbing Systems:
   1. Domestic Hot Water Supply:
      a. Glass Fiber Insulation: 1-1/2" and smaller shall be 1" thick.
      b. Glass Fiber Insulation: 2" and larger shall be 1-1/2" thick.
   2. Domestic Hot Water Recirculation:
      a. Glass Fiber Insulation: 1-1/2" and smaller shall be 1" thick.
      b. Glass Fiber Insulation: 2" and larger shall be 1-1/2" thick.
   3. Domestic Cold Water:
      a. Glass Fiber Insulation: Less than 1-1/2" shall be 1/2" thick.
      b. Glass Fiber Insulation: 1-1/2" and larger shall be 1" thick.
   4. Roof Drainage Above Grade: 1" Thick down to floor

END OF SECTION
SECTION 22 10 05
PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Pipe, pipe fittings, specialties, and connections for piping systems.
   1. Sanitary sewer.
   2. Domestic water.
   3. Flanges, unions, and couplings.
   4. Pipe hangers and supports.
   5. Valves.
   6. Check.

1.02 RELATED REQUIREMENTS
A. Section 07 84 00 - Firestopping.
B. Section 22 05 48 - Vibration and Seismic Controls for Plumbing Piping and Equipment.
C. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
D. Section 22 07 19 - Plumbing Piping Insulation.

1.03 REFERENCE STANDARDS
B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.
C. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.
D. ASME B31.9 - Building Services Piping; 2014.
H. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2013.
Q. AWWA C651 - Disinfecting Water Mains; 2005.
U. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2012.

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.
C. Project Record Documents: Record actual locations of valves.
D. Maintenance Materials: Furnish the following for State of Delaware - Division of Historical and Cultural Affairs's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Valve Repacking Kits: One for each type and size of valve.

1.05 QUALITY ASSURANCE
A. Perform work in accordance with applicable codes.
B. Valves: Manufacturer's name and pressure rating marked on valve body.
C. Welding Materials and Procedures: Comply with ASME BPVC-IX and applicable state labor regulations.
D. Welder Qualifications: Certified in accordance with ASME BPVC-IX.
E. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.06 REGULATORY REQUIREMENTS
A. Perform Work in accordance with State of Delaware plumbing code.
B. Conform to applicable code for installation of backflow prevention devices.
C. Provide certificate of compliance from authority having jurisdiction indicating approval of installation of backflow prevention devices.

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

1.08 FIELD CONDITIONS
A. Do not install underground piping when bedding is wet or frozen.
PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

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

B. All cast iron soil pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute (CISPI) and be listed by NSF International.

2.02 SANITARY SEWER PIPING, ABOVE GRADE

A. Cast Iron Pipe: CISPI 301, hubless, service weight.
   1. Fittings: Cast iron.

B. PVC Pipe: ASTM D1785 Schedule 40, or ASTM D2241 SDR 26 with not less than 150 psi pressure rating.
   1. Fittings: ASTM D2466, PVC.
   3. PVC shall not be utilized in a plenum rated ceiling.

2.03 DOMESTIC WATER PIPING, ABOVE GRADE

A. Copper Tube(Domestic Water 2" and below): ASTM B88 (ASTM B88M), Type K (A), Drawn (H).
   1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
   3. Mechanical Press Sealed Fittings: Double pressed type, NSF 61 and NSF 372 approved or certified, utilizing EPDM, non toxic synthetic rubber sealing elements.
      a. Manufacturers:
         1) Apollo Valves: www.apollovalves.com/#sle.
         2) Viega LLC: www.viega.us/#sle.
         3) Substitutions: See Section 01 60 00 - Product Requirements.

2.04 FLANGES, UNIONS, AND COUPLINGS

A. Unions for Pipe Sizes 3 Inches and Under:
   1. Ferrous pipe: Class 150 malleable iron threaded unions.
   2. Copper tube and pipe: Class 150 bronze unions with soldered joints.

B. Flanges for Pipe Size Over 1 Inch:
   1. Ferrous Pipe: Class 150 malleable iron threaded or forged steel slip-on flanges; preformed neoprene gaskets.
   2. Copper Tube and Pipe: Class 150 slip-on bronze flanges; preformed neoprene gaskets.

2.05 PIPE HANGERS AND SUPPORTS

A. Provide hangers and supports that comply with MSS SP-58.
   1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
   2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
   3. Trapeze Hangers: Welded steel channel frames attached to structure.

B. Plumbing Piping - Drain, Waste, and Vent:
   2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
   3. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
   4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
5. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
6. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

C. Plumbing Piping - Water:
2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
3. Hangers for Cold Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
5. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
6. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
5. Concrete Adhesive Type Anchors: Complying with ICC-ES AC308.
6. Manufacturers:
   b. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 BALL VALVES
A. Manufacturers:
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Construction, 4 Inches and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze, two piece body, chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, solder ends with union.

2.07 RELIEF VALVES
A. Pressure:
1. Manufacturers:
   b. Substitutions: See Section 01 60 00 - Product Requirements.
2. ANSI Z21.22, AGA certified, bronze body, teflon seat, steel stem and springs, automatic, direct pressure actuated.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that excavations are to required grade, dry, and not over-excavated.

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

3.03 INSTALLATION
A. Install in accordance with manufacturer's instructions.
B. Vent piping within a plenum rated ceiling must meet the code required smoke and flame spread ratings. If the material specified to be used does not meet the 25/50 smoke / flame spread rating it will be the installing contractors responsibility to insulate the portion of this piping within the plenum.
C. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
D. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
E. Install piping to maintain headroom, conserve space, and not interfere with use of space.
F. Group piping whenever practical at common elevations.
G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
H. Provide access where valves and fittings are not exposed.
I. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.
J. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
K. Sleeve pipes passing through partitions, walls and floors.
L. Inserts:
   1. Provide inserts for placement in concrete formwork.
   2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
   3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
   4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
   5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.
M. Pipe Hangers and Supports:
   1. Install in accordance with ASME B31.9.
   2. Support horizontal piping as indicated.
   3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   4. Place hangers within 12 inches of each horizontal elbow.
   5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
   6. Provide copper plated hangers and supports for copper piping.

3.04 APPLICATION
A. Install ball valves in domestic water systems.

3.05 TOLERANCES
A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.
B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

3.06 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM
A. Prior to starting work, verify system is complete, flushed and clean.
B. Ensure acidity (pH) of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
C. Inject disinfectant, free chlorine in liquid, powder, tablet or gas form, throughout system to obtain 50 to 80 mg/L residual.
D. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15 percent of outlets.
E. Maintain disinfectant in system for 24 hours.
F. If final disinfectant residual tests less than 25 mg/L, repeat treatment.
G. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.
H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

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

END OF SECTION
SECTION 22 10 06
PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Drains.
   B. Cleanouts.
   C. Hose bibbs.
   D. Backflow preventers.
   E. Mixing valves.

1.02 RELATED REQUIREMENTS
   A. Section 22 10 05 - Plumbing Piping.

1.03 REFERENCE STANDARDS
   A. ASME A112.6.3 - Floor and Trench Drains; 2001 (R2007).
   B. ASSE 1013 - Reduced Pressure Principle Backflow Preventers and Reduced Pressure

1.04 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   C. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
   D. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.
   E. Project Record Documents: Record actual locations of equipment, cleanouts, backflow
      preventers, water hammer arrestors, and other appertanences.

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

1.06 DELIVERY, STORAGE, AND HANDLING
   A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

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

2.02 DRAINS
   A. Manufacturers:
      4. Substitutions: See Section 01 60 00 - Product Requirements.
   B. Floor Drain:
      1. ASME A112.6.3; lacquered cast iron or stainless steel, two piece body with double
         drainage flange, weep holes, reversible clamping collar, and round, adjustable
         nickel-bronze strainer.
2.03 CLEANOUTS
A. Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Cleanouts at Interior Finished Floor Areas:
   1. Lacquered cast iron body with anchor flange, reversible clamping collar, threaded top assembly, and round gasketed scored cover in service areas and round gasketed depressed cover to accept floor finish in finished floor areas.
C. Cleanouts at Interior Finished Wall Areas:
   1. Line type with lacquered cast iron body and round epoxy coated gasketed cover, and round stainless steel access cover secured with machine screw.

2.04 HOSE BIBBS
A. Manufacturers:
   3. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 BACKFLOW PREVENTERS
A. Manufacturers:
   3. Substitutions: See Section 01 60 00 - Product Requirements.
B. Reduced Pressure Backflow Preventers:
   1. ASSE 1013; bronze body with bronze internal parts and stainless steel springs; two independently operating, spring loaded check valves; diaphragm type differential pressure relief valve located between check valves; third check valve that opens under back pressure in case of diaphragm failure; non-threaded vent outlet; assembled with two gate valves, strainer, air gap drain, and four test cocks.

2.06 MIXING VALVES
A. Thermostatic Mixing Valves:
   1. Valve: Chrome plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment.
   2. ASSE 1070 rated.

PART 3 EXECUTION
3.01 INSTALLATION
A. Install in accordance with manufacturer's instructions.
B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.
C. Install floor cleanouts at elevation to accommodate finished floor.
D. Install approved potable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibbs.
E. Pipe relief from backflow preventer to nearest drain.

END OF SECTION
SECTION 22 30 00
PLUMBING EQUIPMENT

PART 1  GENERAL

1.01  SECTION INCLUDES
A. Water Heaters:
   1. Commercial electric.

1.02  REFERENCE STANDARDS
A. ICC (IPC) - International Plumbing Code; 2012.
B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03  SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittals procedures.
B. Product Data:
   1. Provide dimension drawings of water heaters indicating components and connections to other equipment and piping.
   2. Provide electrical characteristics and connection requirements.
C. Shop Drawings:
   1. Indicate dimensions of tanks, tank lining methods, anchors, attachments, lifting points, tappings, and drains.
D. Project Record Documents: Record actual locations of components.
E. Operation and Maintenance Data: Include operation, maintenance, and inspection data, replacement part numbers and availability, and service depot location and telephone number.
F. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in State of Delaware - Division of Historical and Cultural Affairs’s name and registered with manufacturer.

1.04  QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
B. Certifications:
   2. Electric Water Heaters: UL listed and labeled to UL 174.
   3. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

1.05  DELIVERY, STORAGE, AND HANDLING
A. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

1.06  WARRANTY
A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
B. Provide five year manufacturer warranty for domestic water heaters.

PART 2  PRODUCTS

2.01  WATER HEATERS
A. Manufacturers:
   2. Bradford White: www.bradfordwhite.com
   3. Substitutions: See Section 01 60 00 - Product Requirements.
B. Commercial Electric:
1. Type: Factory-assembled and wired, electric, vertical storage.
2. Performance:
3. Tank: Glass lined welded steel; 4 inch diameter inspection port, thermally insulated with minimum 2 inches glass fiber encased in corrosion-resistant steel jacket; baked-on enamel finish.
4. Controls: Automatic immersion water thermostat; externally adjustable temperature range from 60 to 180 degrees F, flanged or screw-in nichrome elements, high temperature limit thermostat.
5. Accessories:
6. Heating Elements: Flange-mounted immersion elements; individual elements sheathed with Incoloy corrosion-resistant metal alloy, rated less than 75 W/sq in.

2.02 ELECTRICAL WORK
   A. Electrical characteristics to be as specified or indicated.

PART 3  EXECUTION
3.01 INSTALLATION
   A. Install plumbing equipment in accordance with manufacturer's instructions, as required by code, and complying with conditions of certification, if any.
   B. Coordinate with plumbing piping and related electrical work to achieve operating system.
   C. Install ASSE 1070 mixing valve on the system to limit the water temperature throughout the building.

END OF SECTION
SECTION 22 40 00
PLUMBING FIXTURES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Water closets.
B. Lavatories.
C. Sinks.
D. Under-lavatory pipe supply covers.

1.02 RELATED REQUIREMENTS
A. Section 22 10 05 - Plumbing Piping.
B. Section 22 10 06 - Plumbing Piping Specialties.
C. Section 22 30 00 - Plumbing Equipment.

1.03 REFERENCE STANDARDS
B. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures; 2011.
C. ASME A112.6.1M - Supports for Off-the-Floor Plumbing Fixtures for Public Use; 1997 (Reaffirmed 2002).
D. ASME A112.18.1 - Plumbing Supply Fittings; 2012.
E. ASME A112.19.2 - Ceramic Plumbing Fixtures; 2013.
F. ASSE 1070 - Performance Requirements for Water Temperature Limiting Devices; 2004.

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
C. Maintenance Data: Include fixture trim exploded view and replacement parts lists.
D. Warranty: Submit manufacturer warranty and ensure forms have been completed in State of Delaware - Division of Historical and Cultural Affairs's name and registered with manufacturer.

1.05 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.06 REGULATORY REQUIREMENTS
A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

1.07 DELIVERY, STORAGE, AND HANDLING
A. Accept fixtures on site in factory packaging. Inspect for damage.
B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.
1.08 WARRANTY
A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS
2.01 GENERAL REQUIREMENTS
A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.02 REGULATORY REQUIREMENTS
A. Comply with applicable codes for installation of plumbing systems.
B. Comply with UL (DIR) requirements.
C. Perform work in accordance with local health department regulations.
D. Provide certificate of compliance from Authority Having Jurisdiction indicating approval of installation.

2.03 TANK TYPE WATER CLOSETS
A. Tank Type Water Closet Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Bowl: ASME A112.19.2; floor mounted, siphon jet, vitreous china, 16.5 inches high, close-coupled closet combination with elongated rim, insulated vitreous china closet tank with fittings and lever flushing valve, bolt caps, vandalproof cover locking device.

2.04 LAVATORIES
A. Lavatory Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Vitreous China Wall Hung Basin: ASME A112.19.2; vitreous china wall hung lavatory, rectangular basin with splash lip, front overflow, and soap depression.
C. Supply Faucet Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.
   6. Substitutions: See Section 01 60 00 - Product Requirements.
D. Supply Faucet: ASME A112.18.1; chrome plated combination supply fitting with pop-up waste, water economy aerator with maximum flow of 2.2 gallons per minute, indexed handles.
E. Provide water tempering device to comply with ASSE 1070.
F. Accessories:
   Offset waste with perforated open strainer.
   Carrier:
   a. Manufacturers:
      1) JOSAM Company; __________: www.josam.com/#sle.
      2) Zurn Industries, Inc; __________: www.zurn.com/#sle.
      3) Substitutions: See Section 01 60 00 - Product Requirements.
   b. ASME A112.6.1M; cast iron and steel frame with tubular legs, lugs for floor and wall attachment, threaded studs for fixture hanger, bearing plate and studs.
2.05 SINKS
   A. Sink Manufacturers:
      3. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 UNDER-LAVATORY PIPE SUPPLY COVERS
   A. Manufacturers:
      2. Substitutions: See Section 01 60 00 - Product Requirements.
   B. General:
      1. Insulate exposed drainage piping including hot, cold and tempered water supplies under lavatories or sinks per ADA Standards.
      2. Construction: 1/8 inch PVC with antimicrobial, antifungal and UV resistant properties.
         a. Comply with ASME A112.18.9 for covers on accessible lavatory piping.
      4. Fasteners: Reusable, snap-locking fasteners with no sharp or abrasive external surfaces. No cable ties allowed.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
   B. Verify that electric power is available and of the correct characteristics.
   C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

3.02 PREPARATION
   A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.03 INSTALLATION
   A. Install each fixture with trap, easily removable for servicing and cleaning.
   B. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.
   C. Install components level and plumb.
   D. Install and secure fixtures in place with wall supports and bolts.

3.04 ADJUSTING
   A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.05 CLEANING
   A. Clean plumbing fixtures and equipment.

3.06 PROTECTION
   A. Protect installed products from damage due to subsequent construction operations.
   B. Repair or replace damaged products before Date of Substantial Completion.

3.07 SCHEDULES
   A. Fixture Heights: Install fixtures to heights above finished floor as indicated.
      1. Water Closet:
         a. Standard: 15 inches to top of bowl rim.
b. Accessible: 18 inches to top of seat.

2. Lavatory:
   a. Accessible: 34 inches to top of basin rim.

END OF SECTION
SECTION 23 05 13
COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. General construction and requirements.
   B. Applications.
   C. Single phase electric motors.

1.02 RELATED REQUIREMENTS
   A. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS
   A. NEMA MG 1 - Motors and Generators; 2014.
   B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
   B. Product Data: Provide wiring diagrams with electrical characteristics and connection requirements.
   C. Manufacturer's Installation Instructions: Indicate setting, mechanical connections, lubrication, and wiring instructions.
   D. Operation Data: Include instructions for safe operating procedures.
   E. Maintenance Data: Include assembly drawings, bearing data including replacement sizes, and lubrication instructions.

1.05 QUALITY ASSURANCE
   A. Comply with NFPA 70.
   B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

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

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

PART 2 PRODUCTS
2.01 GENERAL CONSTRUCTION AND REQUIREMENTS
   A. Electrical Service:
      1. Motors 1/2 HP and Smaller: 115 volts, single phase, 60 Hz.
      2. Motors Larger than 1/2 Horsepower: 208 or 480 volts, three phase, 60 Hz.
   B. Construction:
      1. Open drip-proof type except where specifically noted otherwise.
      2. Design for continuous operation in 104 degrees F environment.
      3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
   C. Construction:
      1. Open drip-proof type except where specifically noted otherwise.
2. Design for continuous operation in 40 degrees C environment.
3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
D. Visible Nameplate: Indicating motor horsepower, voltage, phase, cycles, RPM, full load amps, locked rotor amps, frame size, manufacturer's name and model number, service factor, power factor, efficiency.
E. Wiring Terminations:
1. Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70, threaded for conduit.
2. For fractional horsepower motors where connection is made directly, provide threaded conduit connection in end frame.

2.02 APPLICATIONS

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

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

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

PART 3 EXECUTION

3.01 INSTALLATION
A. Install in accordance with manufacturer's instructions.
B. Check line voltage and phase and ensure agreement with nameplate.

END OF SECTION
SECTION 23 05 17
SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

PART 1  GENERAL
1.01  SECTION INCLUDES
   A. Pipe sleeves.

1.02  RELATED REQUIREMENTS
   A. Section 07 84 00 - Firestopping.
   B. Section 23 05 53 - Identification for HVAC Piping and Equipment: Piping identification.
   C. Section 23 07 19 - HVAC Piping Insulation.

1.03  REFERENCE STANDARDS
   A. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type); 2013.

1.04  SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

1.05  QUALITY ASSURANCE
   A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.06  DELIVERY, STORAGE, AND HANDLING
   A. Deliver and store sleeve and sleeve seals in shipping containers, with labeling in place.
   B. Provide temporary protective coating on cast iron and steel sleeves if shipped loose.

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

PART 2  PRODUCTS
2.01  PIPE SLEEVES
   A. Manufacturers:
      1. Flexicraft Industries; Pipe Wall Sleeve: www.flexicraft.com/#sle.
      2. Substitutions: See Section 01 60 00 - Product Requirements.
   B. Vertical Piping:
      1. Sleeve Length: 1 inch above finished floor.
      2. Provide sealant for watertight joint.
      4. Drilled Penetrations: Provide 1-1/2 inch angle ring or square set in silicone adhesive around penetration.
   C. Plastic or Sheet Metal: Pipe passing through interior walls, partitions, and floors, unless steel or brass sleeves are specified below.
   D. Pipe Passing Through Below Grade Exterior Walls:
      1. Zinc coated or cast iron pipe.
      2. Provide watertight space with link rubber or modular seal between sleeve and pipe on both pipe ends.
**E. Clearances:**
1. Provide allowance for insulated piping.
2. Wall, Floor, Floor, Partitions, and Beam Flanges: 1 inch greater than external; pipe diameter.
3. All Rated Openings: Caulked tight with fire stopping material in compliance with ASTM E814 in accordance with Section 07 84 00 to prevent the spread of fire, smoke, and gases.

**PART 3 EXECUTION**

**3.01 INSTALLATION**
- **A.** Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- **B.** Install piping to conserve building space, to not interfere with use of space and other work.
- **C.** Install piping and pipe sleeves to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- **D.** Provide sleeves when penetrating footings, floors, walls, and partitions. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
  1. **Aboveground Piping:**
     b. Fill space with an elastomer caulk to a depth of 0.50 inch where penetrations occur between conditioned and unconditioned spaces.
  2. **All Rated Openings:** Caulk tight with fire stopping material in compliance with ASTM E814 in accordance with Section 07 84 00 to prevent the spread of fire, smoke, and gases.
  3. Caulk exterior wall sleeves watertight with lead and oakum or mechanically expandable chloroprene inserts with mastic-sealed components.
- **E.** When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

**3.02 CLEANING**
- **A.** Upon completion of work, clean all parts of the installation.
- **B.** Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

**END OF SECTION**
SECTION 23 05 48
VIBRATION AND SEISMIC CONTROLS FOR HVAC

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Vibration isolation requirements.
B. Vibration-isolated equipment support bases.
C. Vibration isolators.

1.02 RELATED REQUIREMENTS
A. Section 03 30 00 - Cast-in-Place Concrete.
B. Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment.

1.03 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Coordinate selection and arrangement of vibration isolation and/or seismic control components with the actual equipment to be installed.
   2. Coordinate the work with other trades to provide additional framing and materials required for installation.
   3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
   4. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
B. Sequencing:
   1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 30 00.

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide manufacturer's standard catalog pages and data sheets for products, including materials, fabrication details, dimensions, and finishes.
   1. Vibration Isolators: Include rated load capacities and deflections; include information on color coding or other identification method for spring element load capacities.
C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
D. Product Data: Provide schedule of vibration isolator type with location and load on each.
E. Shop Drawings: Indicate inertia bases and locate vibration isolators, with static and dynamic load on each.
F. Manufacturer's Instructions: Indicate installation instructions with special procedures and setting dimensions.

1.05 QUALITY ASSURANCE
A. Comply with applicable building code.
B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

1.06 DELIVERY, STORAGE, AND HANDLING
A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.
PART 2 PRODUCTS

2.01 VIBRATION ISOLATION REQUIREMENTS

A. Design and provide vibration isolation systems to reduce vibration transmission to supporting structure from vibration-producing HVAC equipment and/or HVAC connections to vibration-isolated equipment.

B. Comply with applicable general recommendations of ASHRAE (HVACA), where not in conflict with other specified requirements:

C. General Requirements:
   1. Select vibration isolators to provide required static deflection.
   2. Select vibration isolators for uniform deflection based on distributed operating weight of actual installed equipment.

D. Equipment Isolation:
   1. Equipment Type: Air Handling Units & Condensing Units.
      a. Location: Indoor.
      b. Isolator Type (Non-Seismic Application): Restrained spring isolators.

E. Piping Isolation:
   1. Provide vibration isolators for piping supports:
      a. Located in equipment rooms.

2.02 MANUFACTURERS


D. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 PERFORMANCE REQUIREMENTS

A. General:
   1. All vibration isolators, base frames and inertia bases to conform to all uniform deflection and stability requirements under all operating loads.
   2. Steel springs to function without undue stress or overloading.

2.04 VIBRATION ISOLATORS

A. Manufacturers:
   1. Vibration Isolators:
      d. Substitutions: See Section 01 60 00 - Product Requirements.

B. General Requirements:
   2. Spring Elements for Spring Isolators:
      a. Color code or otherwise identify springs to indicate load capacity.
      b. Lateral Stability: Minimum lateral stiffness to vertical stiffness ratio of 0.8.
      c. Designed to operate in the linear portion of their load versus deflection curve over deflection range of not less than 50 percent above specified deflection.
      d. Designed to provide additional travel to solid of not less than 50 percent of rated deflection at rated load.
      e. Selected to provide designed deflection of not less than 75 percent of specified deflection.
      f. Selected to function without undue stress or overloading.

C. Vibration Isolators for Non-Seismic Applications:
1. Open (Unhoused) Spring Isolators:
   a. Description: Isolator assembly consisting of single or multiple free-standing, laterally stable steel spring(s) without a housing.
   b. Bottom Load Plate: Non-skid molded elastomeric isolator material or steel with non-skid elastomeric isolator pad with provisions for bolting to supporting structure as required.
   c. Furnished with integral leveling device for positioning and securing supported equipment.

2.05 VIBRATION ISOLATORS

A. Restrained Open Spring Isolators:
   1. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection. Color code springs for load carrying capacity.
   2. Spring Mounts: Provide with leveling devices, minimum 0.25 inch thick neoprene sound pads, and zinc chromate plated hardware.
   3. Sound Pads: Size for minimum deflection of 0.05 inch; meet requirements for neoprene pad isolators.
   4. Restraint: Provide heavy mounting frame and limit stops.
   5. For Exterior and Humid Areas: Hot dipped galvanized housings and neoprene coated springs.

B. Spring Hangers:
   1. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection. Color code springs for load carrying capacity.
   2. housings: Incorporate neoprene isolation pad meeting requirements for neoprene pad isolators.
   4. For Exterior and Humid Areas: Hot dipped galvanized housings and neoprene coated springs.

C. Neoprene Pad Isolators:
   1. Rubber or neoprene waffle pads:
      a. Hardness: 30 durometer.
      b. Thickness: Minimum 1/2 inch.
      c. Maximum Loading: 50 psi.
      d. Rib Height: Maximum 0.7 times width.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that mounting surfaces are ready to receive vibration isolation and/or seismic control components and associated attachments.

B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION - GENERAL

A. Install in accordance with manufacturer’s instructions.

B. Prior to making piping connections to equipment with operating weights substantially different from installed weights, block up equipment with temporary shims to final height. When full load is applied, adjust isolators to load to allow shim removal.

C. Provide seismic snubbers for all equipment, piping, and ductwork mounted on isolators. Each inertia base shall have minimum of four seismic snubbers located close to isolators. Snub equipment designated for post-disaster use to 0.05 inch maximum clearance. Other snubbers shall have clearance between 0.15 inch and 0.25 inch.
3.03 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Vibration Isolation Systems:
   1. Verify isolator static deflections.
   2. Verify vibration isolation performance during normal operation; investigate sources of isolation short circuits.
C. Inspect isolated equipment after installation and submit report. Include static deflections.

3.04 SCHEDULE
A. Pipe Isolation Schedule.
   1. 1 Inch Pipe Size: Isolate 120 diameters from equipment.
   2. 2 Inch Pipe Size: Isolate 90 diameters from equipment.
B. Equipment Isolation Schedule.
   1. Air Handling Units

END OF SECTION
SECTION 23 05 53
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Nameplates.
B. Tags.
C. Pipe markers.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
B. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
C. Chart and Schedule: Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
D. Product Data: Provide manufacturers catalog literature for each product required.
E. Manufacturer's Installation Instructions: Indicate special procedures, and installation.
F. Project Record Documents: Record actual locations of tagged valves.

PART 2 PRODUCTS
2.01 IDENTIFICATION APPLICATIONS
A. Air Handling Units: Nameplates.
B. Control Panels: Nameplates.
C. Major Control Components: Nameplates.
D. Piping: Tags.
E. Thermostats: Nameplates.
F. Valves: Tags.

2.02 MANUFACTURERS
D. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 NAMEPLATES
A. Description: Laminated three-layer plastic with engraved letters.
   2. Letter Height: 1/4 inch.

2.04 TAGS
A. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter.
B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.
C. Valve Tag Chart: Typewritten letter size list in anodized aluminum frame.
2.05 PIPE MARKERS
   B. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

PART 3 EXECUTION
3.01 PREPARATION
   A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION
   A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
   B. Install tags with corrosion resistant chain.
   C. Install plastic pipe markers in accordance with manufacturer's instructions.
   D. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.
   E. Identify control panels and major control components outside panels with plastic nameplates.
   F. Identify thermostats relating to terminal boxes or valves with nameplates.
   G. Identify valves in main and branch piping with tags.

END OF SECTION
SECTION 23 05 93
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Testing, adjustment, and balancing of air systems.
B. Measurement of final operating condition of HVAC systems.
C. Commissioning activities.

1.02 RELATED REQUIREMENTS
A. Section 01 40 00 - Quality Requirements: Employment of testing agency and payment for services.
B. Section 01 91 13 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.
C. Section 23 08 00 - Commissioning of HVAC.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
   1. Submit to DEDC, LLC.
   2. Include at least the following in the plan:
      a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
      b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
      c. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
      d. Final test report forms to be used.
      e. Detailed step-by-step procedures for TAB work for each system and issue, including:
         1) Terminal flow calibration (for each terminal type).
         2) Diffuser proportioning.
         3) Branch/submain proportioning.
         4) Total flow calculations.
         5) Rechecking.
         6) Diversity issues.
      f. Expected problems and solutions, etc.
      g. Details of how TOTAL flow will be determined; for example:
         1) Air: Sum of terminal flows via control system calibrated readings or via hood readings of all terminals, supply (SA) and return air (RA) pitot traverse, SA or RA flow stations.
         2) Water: Total flow calculations for each system.
      h. Confirmation of understanding of the outside air ventilation criteria under all conditions.
i. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).

j. Procedures for formal deficiency reports, including scope, frequency and distribution.

C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.

1. Revise TAB plan to reflect actual procedures and submit as part of final report.

2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for DEDC, LLC and for inclusion in operating and maintenance manuals.

3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.

4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.

5. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.

6. Include the following on the title page of each report:
   a. Name of Testing, Adjusting, and Balancing Agency.
   b. Address of Testing, Adjusting, and Balancing Agency.
   c. Telephone number of Testing, Adjusting, and Balancing Agency.
   d. Project number.
   e. Project location.
   f. Project Engineer.
   g. Project Contractor.
   h. Report date.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. TAB contractor shall review all of the drawings with special attention to the controls drawings as there is additional instruction on the drawings and sequence of operation as to how balancing shall be performed and what information the controls contractor is required to obtain.

B. TAB contractor shall perform ductwork leak tests prior to installation of ceiling. TAB contractor shall schedule this work thru the mechanical contractor.

C. Perform total system balance in accordance with one of the following:


2. SMACNA (TAB).

D. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

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

F. TAB Agency Qualifications:

1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.

2. Certified by one of the following:

G. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:

1. Systems are started and operating in a safe and normal condition.
2. Temperature control systems are installed complete and operable.
3. Proper thermal overload protection is in place for electrical equipment.
4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
5. Duct systems are clean of debris.
6. Fans are rotating correctly.
7. Fire and volume dampers are in place and open.
8. Air coil fins are cleaned and combed.
9. Access doors are closed and duct end caps are in place.
10. Air outlets are installed and connected.
11. Duct system leakage is minimized.
12. Proper strainer baskets are clean and in place.
13. Service and balance valves are open.

B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.

C. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
   1. Require attendance by all installers whose work will be tested, adjusted, or balanced.

B. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to DEDC, LLC to facilitate spot checks during testing.

3.04 ADJUSTMENT TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.

B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.05 RECORDING AND ADJUSTING

A. Ensure recorded data represents actual measured or observed conditions.

B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.06 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.

B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.

C. Measure air quantities at air inlets and outlets.

D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.

E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.

F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
G. For all belt driven fans provide adjustable sheave during balancing process, and then permanent sheave once balancing is complete.

3.07 COMMISSIONING

A. See Sections 01 91 13 - General Commissioning Requirements and 23 08 00 for additional requirements.

B. Perform prerequisites prior to starting commissioning activities.

C. Fill out Prefunctional Checklists for:
   1. Air side systems.

D. Furnish to the Commissioning Authority, upon request, any data gathered but not shown in the final TAB report.

E. Re-check a random sample equivalent to 10 percent of the final TAB report data as directed by Commissioning Authority.
   1. Original TAB agency shall execute the re-checks, witnessed by the Commissioning Authority.
   2. Use the same test instruments as used in the original TAB work.
   3. Failure of more than 10 percent of the re-checked items of a given system shall result in the rejection of the system TAB report; rebalance the system, provide a new system TAB report, and repeat random re-checks.
   4. For purposes of re-check, failure is defined as follows:
      a. Air Flow of Supply and Return: Deviation of more than 10 percent of instrument reading.
      b. Minimum Outside Air Flow: Deviation of more than 20 percent of instrument reading; for inlet vane or VFD OSA compensation system using linear proportional control, deviation of more than 30 percent at intermediate supply flow.
      c. Temperatures: Deviation of more than one degree F.
      d. Air and Water Pressures: Deviation of more than 10 percent of full scale of test instrument reading.
      e. Sound Pressures: Deviation of more than 3 decibels, with consideration for variations in background noise.
   5. For purposes of re-check, a whole system is defined as one in which inaccuracies will have little or no impact on connected systems; for example, the air distribution system served by one air handler or the hydronic chilled water supply system served by a chiller or the condenser water system.

F. In the presence of the Commissioning Authority, verify that:
   1. Final settings of all valves, splitters, dampers and other adjustment devices have been permanently marked.
   2. The air system is being controlled to the lowest possible static pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from fan to diffuser having all balancing dampers wide open and that during full cooling of all terminal units taking off downstream of the static pressure sensor, the terminal unit on the critical leg has its damper 90 percent or more open.
   3. The water system is being controlled to the lowest possible pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from the pump to the coil having all balancing valves wide open and that during full cooling the cooling coil valve of that leg is 90 percent or more open.

3.08 SCOPE

A. Test, adjust, and balance the following:
   1. Air Handling Units.
   2. Fans.
3. Air Filters.
4. Air Inlets and Outlets.

3.09 MINIMUM DATA TO BE REPORTED

A. Electric Motors:
1. Manufacturer.
2. Model/Frame.
3. HP/BHP.
4. Phase, voltage, amperage; nameplate, actual, no load.
5. RPM.
7. Sheave Make/Size/Bore.

B. V-Belt Drives:
1. Identification/location.
2. Required driven RPM.
3. Driven sheave, diameter and RPM.
4. Belt, size and quantity.
5. Motor sheave diameter and RPM.
6. Center to center distance, maximum, minimum, and actual.

C. Air Cooled Condensers:
1. Identification/number.
2. Location.
3. Manufacturer.
4. Model number.
5. Serial number.
6. Entering DB air temperature, design and actual.
7. Leaving DB air temperature, design and actual.
8. Number of compressors.

D. Cooling Coils:
1. Identification/number.
2. Location.
4. Manufacturer.
5. Air flow, design and actual.
6. Entering air DB temperature, design and actual.
7. Entering air WB temperature, design and actual.
8. Leaving air DB temperature, design and actual.
9. Leaving air WB temperature, design and actual.
10. Water flow, design and actual.
11. Water pressure drop, design and actual.
12. Entering water temperature, design and actual.
13. Leaving water temperature, design and actual.
14. Saturated suction temperature, design and actual.
15. Air pressure drop, design and actual.

E. Heating Coils:
1. Identification/number.
2. Location.
4. Manufacturer.
5. Air flow, design and actual.
6. Water flow, design and actual.
7. Water pressure drop, design and actual.
8. Entering water temperature, design and actual.
9. Leaving water temperature, design and actual.
10. Entering air temperature, design and actual.
11. Leaving air temperature, design and actual.
12. Air pressure drop, design and actual.

F. Air Moving Equipment:
1. Location.
2. Manufacturer.
3. Model number.
4. Serial number.
5. Arrangement/Class/Discharge.
6. Air flow, specified and actual.
7. Return air flow, specified and actual.
8. Outside air flow, specified and actual.
9. Total static pressure (total external), specified and actual.
10. Inlet pressure.
11. Discharge pressure.
13. Number of Belts/Make/Size.
14. Fan RPM.

G. Return Air/Outside Air:
1. Identification/location.
2. Design air flow.
3. Actual air flow.
4. Design return air flow.
5. Actual return air flow.
6. Design outside air flow.
7. Actual outside air flow.
8. Return air temperature.
10. Required mixed air temperature.
11. Actual mixed air temperature.
12. Design outside/return air ratio.
13. Actual outside/return air ratio.

H. Exhaust Fans:
1. Location.
2. Manufacturer.
3. Model number.
4. Serial number.
5. Air flow, specified and actual.
6. Total static pressure (total external), specified and actual.
7. Inlet pressure.
8. Discharge pressure.
10. Number of Belts/Make/Size.
11. Fan RPM.

I. Duct Traverses:
1. System zone/branch.
2. Duct size.
3. Area.
4. Design velocity.
5. Design air flow.
6. Test velocity.
7. Test air flow.
8. Duct static pressure.
9. Air temperature.
10. Air correction factor.

J. Duct Leak Tests:
   1. Description of ductwork under test.
   2. Duct design operating pressure.
   3. Duct design test static pressure.
   4. Duct capacity, air flow.
   5. Maximum allowable leakage duct capacity times leak factor.
   6. Test apparatus:
      a. Blower.
      b. Orifice, tube size.
      c. Orifice size.
      d. Calibrated.
   7. Test static pressure.
   8. Test orifice differential pressure.
   9. Leakage.

END OF SECTION
SECTION 23 07 13
DUCT INSULATION

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Glass Fiber, Flexible.
   B. Glass Fiber, Rigid
   C. Polyisocyanurate, Rigid
   D. Duct insulation.

1.02 RELATED REQUIREMENTS
   A. Section 23 05 53 - Identification for HVAC Piping and Equipment.
   B. Section 23 31 00 - HVAC Ducts and Casings

1.03 REFERENCE STANDARDS
   G. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

1.04 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE
   A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING
   A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
   B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.07 FIELD CONDITIONS
   A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
   B. Maintain temperature during and after installation for minimum period of 24 hours.
PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

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

2.02 GLASS FIBER, FLEXIBLE

A. Manufacturer:

B. Insulation: ASTM C553; flexible, noncombustible blanket.
   1. 'K' value: 0.26 at 75 degrees F, when tested in accordance with ASTM C518.
   2. Minimum Density of 1.0 PCF.

C. Vapor Barrier Jacket:
   1. 0.0032 inch vinyl.
   2. Moisture Vapor Permeability: 1.3 perm inch, when tested in accordance with ASTM E96/E96M.
   3. Secure with pressure sensitive tape.

2.03 POLYISOCYANURATE, RIGID

A. Insulation consists of a pre-manufactured panel system consisting of four (4) piece interlocking panels.

B. The interlocking panels shall be constructed of Dow Thermax polyisocyanurate insulation, ASTM D-1622, normal 2 pcf.
   1. Water vapor transmission as permeance less than 0.03, per ASTM E-96;
   2. Water absorption less than 0.3% (24 Hours), per ASTM C-209.
   3. Flexural strength more than 40 psi, per ASTM C-203.

C. Operating temperature range of -100 deg. F to +250 deg. F.

D. Insulation shall be clad with 0.032" thick embossed aluminum and sealed with vapor barrier compound. All joints shall interlock to ensure a thermal seal with no pass through seams.

E. Panels shall be secured with #10 self-tapping stainless screws with weather seal washers.

F. Manufacturers:
   1. P.T.M. Manufacturing, LLC Model Techna-Duc.
   2. Fab-Rite Exterior Duct Cladding System
   3. Substitutions: See Section 01 60 00 - Product Requirements.

G. Insulation shall be provided with a 20-year warranty.

2.04 GLASS FIBER, RIGID

A. Manufacturer:

B. Insulation: ASTM C612; rigid, noncombustible blanket.
   1. 'K' Value: 0.24 at 75 degrees F, when tested in accordance with ASTM C518.
   2. Maximum Service Temperature: 450 degrees F.
   3. Maximum Water Vapor Absorption: 5.0 percent.

C. Vapor Barrier Jacket:
   1. 0.0032 inch vinyl.
2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that ducts have been tested before applying insulation materials.
B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION
A. Install in accordance with manufacturer’s instructions.
   1. For rigid polyisocyanurate, installation shall only be completed by manufacturer licensed contractors.
B. Insulated ducts conveying air below ambient temperature:
   1. Provide insulation with vapor barrier jackets.
   2. Finish with tape and vapor barrier jacket.
   3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
   4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
C. Insulated ducts conveying air above ambient temperature:
   1. Provide with or without standard vapor barrier jacket.
   2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
D. Ducts Exposed in Mechanical Equipment Rooms or Finished Spaces (below 10 feet above finished floor): Finish with canvas jacket sized for finish painting.

3.03 SCHEDULES
A. Exhaust Ducts Within 10 ft of Exterior Openings: 2 inches thick, flexible glass fiber or rigid board.
B. Outside Air Intake Ducts: 2 inches thick, flexible glass fiber or rigid board.
C. Supply Ducts within insulated building envelope (R-6 min.): 2 inches thick, flexible glass fiber
D. Supply Ducts within building but outside insulated building envelope (R-8 min.): 3 inches thick, flexible glass fiber, or 2” thick rigid board.
E. Return Ducts: 1 inch thick, flexible glass fiber or rigid board.
F. Ducts exposed in mechanical room or non public spaces: shall be provided with rigid board and jacket.

END OF SECTION

DEDIC, LLC
Project No.: 19P281

DUCT INSULATION

23 07 13-3
SECTION 23 07 19
HVAC PIPING INSULATION

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Piping insulation.
B. Flexible removable and reusable blanket insulation.
C. Jackets and accessories.

1.02 RELATED REQUIREMENTS
A. Section 07 84 00 - Firestopping.
B. Section 23 23 00 - Refrigerant Piping: Placement of inserts.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

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

1.06 DELIVERY, STORAGE, AND HANDLING
A. Accept materials on site, labeled with manufacturer’s identification, product density, and thickness.

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

PART 2 PRODUCTS
2.01 REGULATORY REQUIREMENTS
A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.
2.02 GLASS FIBER, RIGID
A. Manufacturers:
B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
   1. K Value: ASTM C177, 0.24 at 75 degrees F.
   2. Maximum Service Temperature: 850 degrees F.
   3. Maximum Moisture Absorption: 0.2 percent by volume.
C. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
   1. Maximum Service Temperature: 650 degrees F.
   2. Maximum Moisture Absorption: 0.2 percent by volume.
D. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.

2.03 FLEXIBLE ELASTOMERIC CELLULAR INSULATION
A. Manufacturer:
   1. Armacell LLC: www.armacell.us.
   3. Substitutions: See Section 01 60 00 - Product Requirements.
B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
   1. Minimum Service Temperature: Minus 40 degrees F.
   2. Maximum Service Temperature: 180 degrees F.

2.04 JACKETS
A. PVC Plastic.
   1. Manufacturers:
      b. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Jacket: One piece molded type fitting covers and sheet material, off-white color.
      a. Minimum Service Temperature: 0 degrees F.
      b. Maximum Service Temperature: 150 degrees F.
      c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
      d. Thickness: 10 mil.
      e. Connections: Brush on welding adhesive.
B. Canvas Jacket: UL listed 6 oz/sq yd plain weave cotton fabric treated with dilute fire retardant lagging adhesive.
   1. Lagging Adhesive: Compatible with insulation.
   1. Thickness: 0.016 inch sheet.
   2. Finish: Embossed.
   4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
   5. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.
PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.
B. Exposed Piping: Locate insulation and cover seams in least visible locations.
C. Insulated pipes conveying fluids below ambient temperature; insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
D. Glass fiber insulated pipes conveying fluids below ambient temperature:
   1. Provide vapor barrier jackets, factory-applied or field-applied; secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
   2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
E. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
F. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
G. Glass fiber insulated pipes conveying fluids above ambient temperature.
   1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
   2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
H. Inserts and Shields:
   1. Application: Piping 1-1/2 inches diameter or larger.
   2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
   3. Insert location: Between support shield and piping and under the finish jacket.
   4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
I. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 84 00.
J. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.
K. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.
L. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

3.03 SCHEDULE

A. Cooling Systems:
   1. Condensate Drains from Cooling Coils: 1" Flexible Elastomeric Celluar Insulation
   2. Refrigerant Suction: 2" Glass Fiber
3. Refrigerant Hot Gas: 2" Glass Fiber

B. Other Systems:
   1. Piping Outside Building Envelope: 2" Glass Fiber with aluminum jacketing

END OF SECTION
SECTION 23 08 00
COMMISSIONING OF HVAC

PART 1 GENERAL

1.01 SUMMARY
A. See Section 01 91 13 - General Commissioning Requirements for overall objectives; comply with the requirements of Section 01 91 13.
B. This section covers the Contractor's responsibilities for commissioning; each subcontractor or installer responsible for the installation of a particular system or equipment item to be commissioned is responsible for the commissioning activities relating to that system or equipment item.
C. The following HVAC equipment is to be commissioned, including commissioning activities for the following specific items:
   1. Control system.
   2. Piping systems and equipment.
   4. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.02 RELATED REQUIREMENTS
A. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.
B. Section 01 79 00 - Demonstration and Training: Scope and procedures for State of Delaware - Division of Historical and Cultural Affairs personnel training.
C. Section 01 91 13 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.
D. Section 23 09 50 - Building Automation System (BAS) General
E. Section 23 09 59 - BAS System Commissioning

1.03 REFERENCE STANDARDS
A. ASHRAE Guideline 1.1 - The HVAC Commissioning Process; 2007

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

B. Startup Reports, Prefunctional Checklists, and Trend Logs: Submit for approval of Commissioning Authority.

C. HVAC Control System O&M Manual Requirements. Submit as required in section 23 09 59.

D. Project Record Documents: See Section 01 78 00 for additional requirements.
   1. Submit updated version of control system documentation, for inclusion with operation and maintenance data.
   2. Show actual locations of all static and differential pressure sensors (air, water and building pressure) and air-flow stations on project record drawings.

E. Draft Training Plan: In addition to requirements specified in Section 01 79 00, include:
   1. Follow the recommendations of ASHRAE Guideline 1.1.
   2. Control system manufacturer's recommended training.
   3. Demonstration and instruction on function and overrides of any local packaged controls not controlled by the HVAC control system.

F. Training Manuals: See Section 01 79 00 for additional requirements.
   1. Provide three extra copies of the controls training manuals in a separate manual from the O&M manuals.

PART 2 PRODUCTS

2.01 TEST EQUIPMENT

A. Provide all standard testing equipment required to perform startup and initial checkout and required functional performance testing; unless otherwise noted such testing equipment will NOT become the property of State of Delaware - Division of Historical and Cultural Affairs.

B. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to State of Delaware - Division of Historical and Cultural Affairs; such equipment, tools, and instruments are to become the property of State of Delaware - Division of Historical and Cultural Affairs.

PART 3 EXECUTION

3.01 PREPARATION

A. Prepare a preliminary schedule for HVAC pipe and duct system testing, flushing and cleaning, equipment start-up and testing, adjusting, and balancing start and completion for use by the Commissioning Authority; update the schedule as appropriate.

B. Notify the Commissioning Authority when pipe and duct system testing, flushing, cleaning, startup of each piece of equipment and testing, adjusting, and balancing will occur; when commissioning activities not yet performed or not yet scheduled will delay construction notify ahead of time and be proactive in seeing that the Commissioning Authority has the scheduling information needed to efficiently execute the commissioning process.

C. Put all HVAC equipment and systems into operation and continue operation during each working day of testing, adjusting, and balancing and commissioning, as required.

D. Provide test holes in ducts and plenums where directed to allow air measurements and air balancing; close with an approved plug.

E. Provide temperature and pressure taps in accordance with Contract Documents.
   1. Provide a pressure/temperature plug at each water sensor that is an input point to the control system.
3.02 INSPECTING AND TESTING - GENERAL

A. Submit startup plans, startup reports, and Prefunctional Checklists for each item of equipment or other assembly to be commissioned.

B. Perform the Functional Tests directed by the Commissioning Authority for each item of equipment or other assembly to be commissioned.

C. Provide two-way radios for use during the testing.

D. Valve/Damper Stroke Setup and Check:
   1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
   2. Set pump/fan to normal operating mode.
   3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
   4. Command valve/damper open; verify position is full open and adjust output signal as required.
   5. Command valve/damper to a few intermediate positions.
   6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).

E. Closure for Heating Coil Valves - Normally Open:
   1. Set heating setpoint 20 degrees F above room temperature.
   2. Observe valve open.
   3. Remove control air or power from the valve and verify that the valve stem and actuator position do not change.
   4. Restore to normal.
   5. Set heating setpoint to 20 degrees F below room temperature.
   6. Observe the valve close.

F. Closure for Cooling Coil Valves - Normally Closed:
   1. Set cooling setpoint 20 degrees F above room temperature.
   2. Observe the valve close.
   3. Remove control air or power from the valve and verify that the valve stem and actuator position do not change.
   4. Restore to normal.
   5. Set cooling setpoint to 20 degrees F below room temperature.
   6. Observe valve open.
   7. Observe valve open.

G. Coil Valve Leak Check:
   1. Method 1 - Water Temperature With 2-Way Valve:
      a. Calibrate water temperature sensors on each side of coil to be within 0.2 degree F of each other.
      b. Turn off air handler fans, close outside air dampers. Keep pump running. Make sure appropriate coil dampers are open.
      c. Normally closed valves will close.
      d. Override normally open valves to the closed position.
      e. After 10 minutes observe water delta T across coil. If it is greater than 2 degrees F, leakage is probably occurring.
      f. Reset valve stroke to close tighter.
      g. Repeat test until compliance is achieved.

H. Isolation Valve or System Valve Leak Check: For valves not by coils.
   1. With full pressure in the system, command valve closed.
   2. Use an ultra-sonic flow meter to detect flow or leakage.
I. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to State of Delaware - Division of Historical and Cultural Affairs.

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

3.04 CONTROL SYSTEM FUNCTIONAL TESTING
   A. Coordinate with Section 23 09 59 for requirements.

3.05 OPERATION AND MAINTENANCE MANUALS
   A. See Section 01 78 00 for additional requirements.
   B. Add design intent documentation furnished by DEDC, LLC to manuals prior to submission to State of Delaware - Division of Historical and Cultural Affairs.
   C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
   D. Commissioning Authority will add commissioning records to manuals after submission to State of Delaware - Division of Historical and Cultural Affairs.

3.06 DEMONSTRATION AND TRAINING
   A. See Section 01 79 00 for additional requirements.
   B. Coordinate with Section 23 09 59 for requirements.
   C. These demonstrations are in addition to, and not a substitute for, Prefunctional Checklists and demonstrations to the Commissioning Authority during Functional Testing.
   D. Provide classroom and hands-on training of State of Delaware - Division of Historical and Cultural Affairs's designated personnel on operation and maintenance of the HVAC system, control system, and all equipment items indicated to be commissioned. Provide the following minimum durations of training:
      1. Boilers and System: 8 hours.
      2. Piping Systems: 2 hours.
      3. Air Handling Units: 1 hours.
   E. TAB Review: Instruct State of Delaware - Division of Historical and Cultural Affairs's personnel for minimum 2 hours, after completion of TAB, on the following:
      1. Review final TAB report, explaining the layout and meanings of each data type.
      2. Discuss any outstanding deficient items in control, ducting or design that may affect the proper delivery of air or water.
      3. Identify and discuss any terminal units, duct runs, diffusers, coils, fans and pumps that are close to or are not meeting their design capacity.
      4. Discuss any temporary settings and steps to finalize them for any areas that are not finished.
      5. Other salient information that may be useful for facility operations, relative to TAB.
   F. Provide the services of manufacturer representatives to assist instructors where necessary.
G. Provide the services of the HVAC controls instructor at other training sessions, when requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.

END OF SECTION
SECTION 23 23 00
REFRIGERANT PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Piping.
B. Refrigerant.
C. Moisture and liquid indicators.
D. Valves.
E. Strainers.
F. Check valves.
G. Filter-driers.

1.02 RELATED REQUIREMENTS

A. Section 01 30 00 - Firestopping.
B. Section 23 07 16 - HVAC Equipment Insulation.
C. Section 23 07 19 - HVAC Piping Insulation.
D. Section 23 61 00 - Refrigerant Compressors.
E. Section 23 63 13 - Air Cooled Refrigerant Condensers.

1.03 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified, ensure system components are compatible and joined to ensure the integrity of the system is not jeopardized. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

B. Provide pipe hangers and supports in accordance with ASME B31.5 unless indicated otherwise.

C. Liquid Indicators:
   1. Use line size liquid indicators in main liquid line leaving condenser.
   2. If receiver is provided, install in liquid line leaving receiver.
   3. Use line size on leaving side of liquid solenoid valves.

D. Valves:
   1. Use service valves on suction and discharge of compressors.
   2. Use gauge taps at compressor inlet and outlet.
   3. Use check valves on compressor discharge.
   4. Use check valves on condenser liquid lines on multiple condenser systems.

E. Refrigerant Charging (Packed Angle) Valve: Use in liquid line between receiver shut-off valve and expansion valve.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide general assembly of specialties, including manufacturers catalogue information. Provide manufacturers catalog data including load capacity.
C. Shop Drawings: Indicate schematic layout of system, including equipment, critical dimensions, and sizes.
D. Design Data: Submit design data indicating pipe sizing. Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.
E. Test Reports: Indicate results of leak test, acid test.
F. Manufacturer's Installation Instructions: Indicate support, connection requirements, and isolation for servicing.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Deliver and store piping and specialties in shipping containers with labeling in place.
B. Protect piping and specialties from entry of contaminating material by leaving end caps and plugs in place until installation.
C. Dehydrate and charge components such as piping and receivers, seal prior to shipment, until connected into system.

PART 2 PRODUCTS

2.01 PIPING
A. Copper Tube: ASTM B280, H58 hard drawn or O60 soft annealed.
   2. Joints: Braze, AWS A5.8M/A5.8 BCuP silver/phosphorus/copper alloy.
B. Copper Tube to 7/8 inch OD: ASTM B88 (ASTM B88M), Type K (A), annealed.
C. Pipe Supports and Anchors:
   1. Provide hangers and supports that comply with MSS SP-58.
      a. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
   2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Malleable iron adjustable swivel, split ring.
   3. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
   4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
   5. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
   7. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
   8. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.
   9. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.02 REFRIGERANT
A. Refrigerant: Use only refrigerants that have ozone depletion potential (ODP) of zero and global warming potential (GWP) of less than 50.

2.03 MOISTURE AND LIQUID INDICATORS
A. Indicators: Single port type, UL listed, with copper or brass body, flared or solder ends, sight glass, color coded paper moisture indicator with removable element cartridge and plastic cap; for maximum temperature of 200 degrees F and maximum working pressure of 500 psi.

2.04 VALVES
A. Manufacturers:
B. Ball Valves:
   1. Two piece bolted forged brass body with teflon ball seals and copper tube extensions, brass bonnet and seal cap, chrome plated ball, stem with neoprene ring stem seals; for maximum working pressure of 500 psi and maximum temperature of 300 degrees F.
C. Service Valves:
   1. Forged brass body with copper stubs, brass caps, removable valve core, integral ball check valve, flared or solder ends, for maximum pressure of 500 psi.

2.05 STRAINERS
A. Manufacturers:
2.06 CHECK VALVES
   A. Globe Type:
      1. Cast bronze or forged brass body, forged brass cap with neoprene seal, brass guide and
disc holder, phosphor-bronze or stainless steel spring, teflon seat disc; for maximum
temperature of 300 degrees F and maximum working pressure of 425 psi.

PART 3 EXECUTION
3.01 PREPARATION
   A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
   B. Remove scale and dirt on inside and outside before assembly.

3.02 INSTALLATION
   A. Install refrigeration specialties in accordance with manufacturer's instructions.
   B. Install service valves at each piece of equipment.
   C. Route piping in orderly manner, with plumbing parallel to building structure, and maintain
   gradient.
   D. Install piping to conserve building space and avoid interference with use of space.
   E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected
   equipment.
   F. Pipe Hangers and Supports:
      1. Install in accordance with ASME B31.5.
      2. Support horizontal piping as indicated.
      3. Install hangers to provide minimum 1/2 inch space between finished covering and
adjacent work.
      4. Place hangers within 12 inches of each horizontal elbow.

3.03 FIELD QUALITY CONTROL
   A. See Section 01 40 00 - Quality Requirements, for additional requirements.
   B. Test refrigeration system in accordance with ASME B31.5.
   C. Pressure test system with dry nitrogen to 200 psi. Perform final tests at 27 inches vacuum and
200 psi using halide torch. Test to no leakage.

END OF SECTION
SECTION 23 31 00
HVAC DUCTS AND CASINGS

PART 1  GENERAL

1.01  SECTION INCLUDES
A. Metal ductwork.
B. Casing and plenums.
C. Duct cleaning.

1.02  RELATED REQUIREMENTS
A. Section 23 07 13 - Duct Insulation: External insulation and duct liner.
B. Section 23 33 00 - Air Duct Accessories.
C. Section 23 37 00 - Air Outlets and Inlets.
D. Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

1.03  REFERENCE STANDARDS
B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
I. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2012.
O. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

1.04  SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data for duct materials.
C. Shop Drawings: Indicate duct fittings, particulars such as gages, sizes, welds, and configuration prior to start of work for Low pressure class and higher systems.

D. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate, following SMACNA (LEAK).

E. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience, and approved by manufacturer.

1.06 REGULATORY REQUIREMENTS

A. Construct ductwork to NFPA 90A, NFPA 90B, and NFPA 96 standards.

1.07 FIELD CONDITIONS

A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

A. Regulatory Requirements: Construct ductwork to comply with NFPA 90A standards.

B. All Ducts: Galvanized steel, or Manufactured Non-Metallic Ductwork.

C. Low Pressure Supply (System with Cooling Coils): 1/2 inch w.g. pressure class, galvanized steel.

D. Medium and High Pressure Supply: 1/2 inch w.g. pressure class, galvanized steel.

E. Return and Relief: 1/2 inch w.g. pressure class, galvanized steel.

F. General Exhaust: 1/2 inch w.g. pressure class, galvanized steel.

G. Kitchen Cooking Hood Exhaust: 1/2 inch w.g. pressure class, galvanized steel.

1. Construct of 16 gage, 0.0598 inch sheet steel using continuous external welded joints in rectangular sections.

H. Dishwasher Exhaust: 1/2 inch w.g. pressure class, galvanized steel.

1. Construct of 16 gage, 0.0598 inch sheet steel using continuous external welded joints in rectangular sections.

2. Construct of 18 gage, 0.0500 inch stainless steel using continuous external welded joints in rectangular sections.

I. Grease Exhaust: 1 inch w.g. pressure class, un-galvanized steel.


2. Construction:
   a. Liquid tight with continuous external weld for all seams and joints.
   b. Where ducts are not self draining back to equipment, provide low point drain pocket with copper drain pipe to sanitary sewer.

3. Access Doors:
   a. Provide for duct cleaning inside horizontal duct at drain pockets, every 20 feet and at each change of direction.
   b. Use same material and thickness as duct with gaskets and sealants rated 1500 degrees F for grease tight construction.

2.02 MATERIALS

A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G90/Z275 coating.
B. Un-Galvanized Steel for Ducts: ASTM A1008/A1008M, Designation CS (commercial steel), cold-rolled.


D. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
   1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
   2. VOC Content: Not more than 250 g/L, excluding water.
   3. Surface Burning Characteristics: Flame spread index of zero and smoke developed index of zero, when tested in accordance with ASTM E84.
   4. For Use With Flexible Ducts: UL labeled.
   5. Manufacturers:
      b. Ductmate Industries, Inc; PROseal Premium Water Based Duct Sealant: www.ductmate.com
      c. Substitutions: See Section 01 60 00 - Product Requirements.

E. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

F. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
   3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
   5. Concrete Adhesive Type Anchors: Complying with ICC-ES AC308.

2.03 DUCTWORK FABRICATION

A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.

B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

C. Construct T’s, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.

D. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.

E. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

F. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).

G. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

2.04 MANUFACTURED DUCTWORK AND FITTINGS

A. Manufactured Non-Metallic Ductwork:
   1. Products:
      a. Ductwork system materials including panels, adhesives, tapes, sealants, flanges and gaskets to be as a matched system listed by Underwriter's Laboratory to the UL-181 standard as a Class 1 air duct.
b. Duct air leakage rates to be in compliance with SMACNA Class 3 HVAC Duct Construction Standards, latest version per applicable leakage class based on pressure.

c. The panel shall be manufactured of CFC/HCFC-free rigid material thermobonded on both sides to a factory-applied .001" (25 micron) aluminum foil facing reinforced with a fiberglass scrim. The thermal conductivity shall be no greater than 0.13 BTU in/hr x sq.ft x degree F (.018 W/m x deg. C), and the density of the material shall not be less than 3.5 pcf (56 Kg/sq.m) with a minimum compressive strength of 28 psi (.2 MPa).

d. The standard thermal rating to be a minimum of an R-6.0 (1.2 RSI)

e. Installed ducting system must be warranted for a minimum of ten years from installation.

2. Application:
   a. All fabricated duct segment fittings shall be designed in accordance with SMACNA HVAC Duct Construction Standards, latest edition.

3. Duct Installation:
   a. All exterior mounted ductwork shall be protected against the elements with a non-duct penetrating weatherproof finish. Duct segments shall incorporate 6.0 mils thickness 5-ply aluminum, zero permeability, absolute vapor barrier self-adhesive jacketing. All external seams and joints shall be fully sealed with joint and seam tape during the installation process.

4. Manufacturers:
   a. KoolDuct; www.ptmmanufacturing.com
   b. Substitutions: See Section 01 60 00 - Product Requirements.

B. Flexible Ducts: Black polymer film supported by helically wound spring steel wire.
   1. UL labeled.
   2. Insulation: Fiberglass insulation with aluminized vapor barrier film.
   3. Pressure Rating: 4 inches WG positive and 1" inches WG negative.
   5. Temperature Range: Minus 20 degrees F to 175 degrees F.
   6. Manufacturers:
      a. Thermaflex Model M-KE
      b. Hart and Cooley Model F216.
      c. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 CASINGS

A. Fabricate casings in accordance with SMACNA (DCS) and construct for operating pressures indicated.

B. Mount floor mounted casings on 4 inch high concrete curbs. At floor, rivet panels on 8 inch centers to angles. Where floors are acoustically insulated, provide liner of galvanized 18 gage, 0.0478 inch expanded metal mesh supported at 12 inch centers, turned up 12 inches at sides with sheet metal shields.

C. Reinforce door frames with steel angles tied to horizontal and vertical plenum supporting angles. Install hinged access doors where indicated or required for access to equipment for cleaning and inspection.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install, support, and seal ducts in accordance with SMACNA (DCS).

B. Install in accordance with manufacturer's instructions.

C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

D. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
E. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.

F. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

G. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.

H. Use double nuts and lock washers on threaded rod supports.

I. Connect terminal units to supply ducts directly or with one foot maximum length of flexible duct. Do not use flexible duct to change direction.

J. At exterior wall louvers, seal duct to louver frame and install blank-out panels.

3.02 CLEANING

A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.

3.03 PRESSURE TESTING

A. Prior to the balancing of the duct system by the AABC certified balancing contractor all ductwork shall be tested by the mechanical contractor for duct leakage in accordance with SMACNA Standards and AABC Standards Chapter 23. Duct leakage shall not exceed 1% for a duration of (10) ten minutes. Test pressures shall be as per SMACNA, however, not less than the following:
   1. Low Pressure Duct:
      a. 25% above system operating pressure, but not less than 2" w.c. (500 Pa).
   2. High Pressure Supply Duct:
      a. 25% above system operating pressure, but not less than 6" w.c. (1500 Pa).
   3. High Pressure Exhaust Duct:
      a. 25% above system operating pressure, but not less than 8" w.c. (2000 Pa).

B. Insulation materials shall not be applied until systems have been witnessed to meet the above testing requirements.

C. The testing and balancing contractor shall witness and certify all duct pressure tests.

D. Additional leak testing requirements:
   1. Disassemble, reassemble, and seal segments of duct systems to accommodate leakage testing and for compliance with test requirements.
   2. If static pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
   3. Provide seven (7) days advance notice for testing.

3.04 SCHEDULES

A. Ductwork Pressure Class:
   1. Supply (Heating Systems): 2 inch (500 Pa)
   2. Supply (System with Cooling Coils): 2 inch.
   3. Return Ductwork: 1 inch.
   4. General Exhaust: 1 inch.
   5. Outside Air Intake: 1 inch.
   6. Combustion Air: 1 inch (250 Pa)

END OF SECTION
SECTION 23 33 00
AIR DUCT ACCESSORIES

PART 1  GENERAL

1.01  SECTION INCLUDES
A. Air turning devices/extractors.
B. Backdraft dampers.
C. Combination fire and smoke dampers.
D. Duct access doors.
E. Duct test holes.
F. Fire dampers.
G. Flexible duct connections.
H. Smoke dampers.
I. Volume control dampers.

1.02  RELATED REQUIREMENTS
A. Section 23 31 00 - HVAC Ducts and Casings.
B. Section 23 36 00 - Air Terminal Units: Pressure regulating damper assemblies.

1.03  REFERENCE STANDARDS
C. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.
D. UL 33 - Safety Heat Responsive Links for Fire-Protection Service; Current Edition, Including All Revisions.

1.04  SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.
C. Manufacturer’s Installation Instructions: Provide instructions for fire dampers.
D. Project Record Drawings: Record actual locations of access doors and test holes.

1.05  DELIVERY, STORAGE, AND HANDLING
A. Protect dampers from damage to operating linkages and blades.

PART 2  PRODUCTS

2.01  AIR TURNING DEVICES/EXTRACTORS
A. Manufacturers:
   5. Substitutions: See Section 01 60 00 - Product Requirements.
B. Multi-blade device with blades aligned in short dimension; steel construction; with individually adjustable blades, mounting straps.
2.02 BACKDRAFT DAMPERS

A. Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Multi-Blade, Parallel Action Gravity Balanced Backdraft Dampers: Galvanized steel, with center pivoted blades of maximum 6 inch width, with felt or flexible vinyl sealed edges, linked together in rattle-free manner with 90 degree stop, steel ball bearings, and plated steel pivot pin; adjustment device to permit setting for varying differential static pressure.

2.03 COMBINATION FIRE AND SMOKE DAMPERS

A. Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Fabricate in accordance with NFPA 90A, UL 555, UL 555S, and as indicated.

C. Provide factory sleeve and collar for each damper.

D. Multiple Blade Dampers: Fabricate with 16 gage galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, stainless steel jamb seals, 1/8 x 1/2 inch plated steel concealed linkage, stainless steel closure spring, blade stops, and lock, and 1/2 inch actuator shaft.

E. Operators: UL listed and labelled spring return electric type suitable for 120 volts, single phase, 60 Hz. Provide end switches to indicate damper position. Locate damper operator on interior of duct and link to damper operating shaft.

F. Electro Thermal Link: Fusible link melting at 165 degrees F; 120 volts, single phase, 60 Hz; UL listed and labeled.

2.04 DUCT ACCESS DOORS

A. Fabricate in accordance with SMACNA (DCS) and as indicated.

B. Access doors with sheet metal screw fasteners are not acceptable.

2.05 DUCT TEST HOLES

A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.

B. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Provide extended neck fittings to clear insulation.
   1. Manufacturers:
   2. Carlisle HVAC Products; Dynair Test Port with Red Cap with O-Ring Seal: www.carlislehvac.com/#sle.
   a. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 FIRE DAMPERS

A. Fabricate in accordance with NFPA 90A and UL 555, and as indicated.

B. Horizontal Dampers: Galvanized steel, 22 gage frame, stainless steel closure spring, and lightweight, heat retardant non-asbestos fabric blanket.

C. Curtain Type Dampers: Galvanized steel with interlocking blades. Provide stainless steel closure springs and latches for horizontal installations. Configure with blades out of air stream except for 1.0 inch pressure class ducts up to 12 inches in height.

D. Fusible Links: UL 33, separate at 160 degrees F with adjustable link straps for combination fire/balancing dampers.
2.07 FLEXIBLE DUCT CONNECTIONS
A. Manufacturers:
   2. Substitutions: See Section 01 60 00 - Product Requirements.
B. Fabricate in accordance with SMACNA (DCS) and as indicated.
C. Flexible Duct Connections: Fabric crimped into metal edging strip.
   1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.
   2. Metal: 3 inches wide, 24 gage, 0.0239 inch thick galvanized steel.

2.08 SMOKE DAMPERS
A. Fabricate in accordance with NFPA 90A and UL 555S, and as indicated.
B. Electro Thermal Link: Fusible link melting at 165 degrees F; 120 volts, single phase, 60 Hz; UL listed and labeled.

2.09 VOLUME CONTROL DAMPERS
A. Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Fabricate in accordance with SMACNA (DCS) and as indicated.
C. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
D. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
E. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon, thermoplastic elastomer, or sintered bronze bearings.
F. Quadrants:
   1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
   2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
   3. Where rod lengths exceed 30 inches provide regulator at both ends.

PART 3 EXECUTION
3.01 PREPARATION
A. Verify that electric power is available and of the correct characteristics.

3.02 INSTALLATION
A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 23 31 00 for duct construction and pressure class.
B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
C. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide for cleaning kitchen exhaust ducts in accordance with NFPA 96. Provide minimum 8 x 8 inch size for hand access, 18 x 18 inch size for shoulder access, and as indicated. Provide 4 x 4 inch for balancing dampers only. Review locations prior to fabrication.
D. Provide duct test holes where indicated and required for testing and balancing purposes.

E. Provide fire dampers, combination fire and smoke dampers, and smoke dampers at locations indicated, where ducts and outlets pass through fire rated components, and where required by Authorities Having Jurisdiction. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.

F. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92.

G. Demonstrate re-setting of fire dampers to State of Delaware - Division of Historical and Cultural Affairs's representative.

H. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.

I. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.

J. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

K. Provide air turning devices within duct whenever long radius elbows are not utilized.

END OF SECTION
SECTION 23 37 00
AIR OUTLETS AND INLETS

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Diffusers.
   B. Registers/grilles.
   C. Goosenecks.

1.02 REFERENCE STANDARDS
   B. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

1.03 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
   B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
   C. Project Record Documents: Record actual locations of air outlets and inlets.

1.04 QUALITY ASSURANCE
   A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.

1.05 QUALITY ASSURANCE
   A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

PART 2 PRODUCTS
2.01 MANUFACTURERS
   D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 RECTANGULAR CEILING DIFFUSERS
   A. Type: Square, stamped, multi-core diffuser to discharge air in 360 degree pattern with sectorizing baffles where indicated.
   B. Frame: Inverted T-bar type. In plaster ceilings, provide plaster frame and ceiling frame.
   C. Fabrication: Steel with baked enamel finish.
   D. Accessories: Radial opposed blade damper and multi-louvered equalizing grid with damper adjustable from diffuser face.

2.03 WALL GRID CORE EXHAUST AND RETURN REGISTERS/GRILLES
   A. Type: Fixed grilles of 1/2 by 1/2 by 1/2 inch louvers.
   B. Fabrication: Aluminum with factory clear lacquer finish.
   C. Frame: 1-1/4 inch margin with countersunk screw mounting.
   D. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.
2.04 GOOSENECKS
   A. Fabricate in accordance with SMACNA (DCS) of minimum 18 gage, 0.0598 inch galvanized steel.
   B. Mount on minimum 12 inch high curb base where size exceeds 9 by 9 inch.

PART 3 EXECUTION
3.01 INSTALLATION
   A. Install in accordance with manufacturer's instructions.
   B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
   C. Install diffusers to ductwork with air tight connection.
   D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.
   E. Paint ductwork visible behind air outlets and inlets matte black.
   F. Paint ductwork visible behind air outlets and inlets matte black. Refer to Section 09 91 23.

END OF SECTION
SECTION 23 40 00
HVAC AIR CLEANING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Disposable, extended area panel filters.
B. Filter gauges.

1.02 RELATED REQUIREMENTS
A. Section 01 50 00 - Temporary Facilities and Controls: Filters for temporary heating and ventilating.

1.03 REFERENCE STANDARDS

1.04 PERFORMANCE REQUIREMENTS
A. Conform to 1 Section 7.4.
   1. Dust Spot Efficiency: Plus or minus 5 percent.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
B. Product Data: Provide data on filter media, filter performance data, filter assembly and filter frames, dimensions, motor locations and electrical characteristics and connection requirements.
C. Maintenance Materials: Furnish the following for State of Delaware - Division of Historical and Cultural Affairs's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Filters: One set of each type and size.

1.06 QUALITY ASSURANCE
A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 FILTER MANUFACTURERS
A. American Filtration Inc: www.americanfiltration.com/#sle.
D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 DISPOSABLE, EXTENDED AREA PANEL FILTERS
A. Media: UL 900 Class 1, pleated, lofted, non-woven, reinforced cotton fabric; supported and bonded to welded wire grid by corrugated aluminum separators.
   1. Frame: Non-flammable.
   2. Nominal size: 12 by 24 inches.
   3. Nominal thickness: 1 inch.
B. Minimum Efficiency Reporting Value (MERV): 8, when tested in accordance with ASHRAE Std 52.2.
C. Rating, per ASHRAE Std 52.2:
1. Weight arrestance: 85 percent.
2. Initial resistance at 500 FPM face velocity: 0.20 inch WG.
3. Recommended final resistance: 0.9 inch WG.

2.03 FILTER GAUGES
A. Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Direct Reading Dial: 3-1/2 inch diameter diaphragm actuated dial in metal case, vent valves, black figures on white background, front recalibration adjustment, range 0-0.5 inch WG, 2 percent of full scale accuracy.

PART 3 EXECUTION
3.01 INSTALLATION
A. Install air cleaning devices in accordance with manufacturer’s instructions.
B. Prevent passage of unfiltered air around filters with felt, rubber, or neoprene gaskets.
C. Install filter gauge static pressure tips upstream and downstream of filters. Mount filter gauges on outside of filter housing or filter plenum, in accessible position. Adjust and level.
D. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing, with clean set.
E. Provide filter gauges on filter banks, installed with separate static pressure tips upstream and downstream of filters.
SECTION 23 81 26.13
SMALL-CAPACITY SPLIT-SYSTEM AIR CONDITIONERS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Air-source heat pumps.
B. Indoor air handling (fan and coil) units for ducted systems.
C. Controls.

1.02 RELATED REQUIREMENTS
A. Section 03 30 00 - Cast-in-Place Concrete: Mounting pad for outdoor unit.
B. Section 23 31 00 - HVAC Ducts and Casings.
C. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections and installation and wiring of thermostats and other controls components.

1.03 REFERENCE STANDARDS
B. AHRI 520 - Performance Rating of Positive Displacement Condensing Units; 2004.
D. NEMA MG 1 - Motors and Generators; 2014.

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.
C. Shop Drawings: Indicate assembly, required clearances, and location and size of field connections.
D. Design Data: Indicate refrigerant pipe sizing.
E. Manufacturer's Instructions: Indicate rigging, assembly, and installation instructions.
F. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.
G. Warranty: Submit manufacturers warranty and ensure forms have been filled out in State of Delaware - Division of Historical and Cultural Affairs's name and registered with manufacturer.

1.05 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.06 WARRANTY
A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
B. Provide five year manufacturers warranty for condensing unit.
PART 2 PRODUCTS

2.01 MANUFACTURERS
B. Trane Inc: www.trane.com/#sle.
D. Lennox: www.lennox.com
E. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 SYSTEM DESIGN
A. Split-System Heating and Cooling Units: Self-contained, packaged, matched factory-engineered and assembled, pre-wired indoor and outdoor units; UL listed.
   1. Heating and Cooling: Air-source electric heat pump located in outdoor unit with evaporator; auxiliary electric heat.
   2. Provide refrigerant lines internal to units and between indoor and outdoor units, factory cleaned, dried, pressurized and sealed, with insulated suction line.

2.03 INDOOR AIR HANDLING UNITS FOR DUCTED SYSTEMS
A. Indoor Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, heating and cooling element(s), controls, and accessories; wired for single power connection with control transformer.
   2. Cabinet: Steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner.
B. Supply Fan: Centrifugal type rubber mounted with direct or belt drive with adjustable variable pitch motor pulley.
   1. Motor: NEMA MG 1; 1750 rpm single speed, permanently lubricated, hinge mounted.
   2. Motor Electrical Characteristics:
C. Air Filters: 1 inch thick glass fiber, disposable type arranged for easy replacement.
D. Evaporator Coils: Copper tube aluminum fin assembly, galvanized or polymer drain pan sloped in all directions to drain, drain connection, refrigerant piping connections, restricted distributor or thermostatic expansion valve.
   1. Construction and Ratings: In accordance with AHRI 210/240 and UL 207.

2.04 OUTDOOR UNITS
A. Outdoor Units: Self-contained, packaged, pre-wired unit consisting of cabinet, with compressor and condenser.
   1. Comply with AHRI 210/240.
   2. Refrigerant: Use only refrigerants that have ozone depletion potential (ODP) of zero and global warming potential (GWP) of less than 50.
   3. Refrigerant: R-410A.
   4. Cabinet: Galvanized steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner.
   5. Construction and Ratings: In accordance with AHRI 210/240 with testing in accordance with ASHRAE Std 23.1 and UL 207.
B. Air Cooled Condenser: Aluminum fin and copper tube coil, AHRI 520 with direct drive axial propeller fan resiliently mounted, galvanized fan guard.
C. Accessories: Filter drier, high pressure switch (manual reset), low pressure switch (automatic reset), service valves and gauge ports, thermometer well (in liquid line).
   1. Provide thermostatic expansion valves.
   2. Provide heat pump reversing valves.
D. Operating Controls:
   1. Control by room thermostat to maintain room temperature setting.
   2. Low Ambient Kit: Provide refrigerant pressure switch to cycle condenser fan on when condenser refrigerant pressure is above 285 psig and off when pressure drops below 140 psig for operation to 0 degrees F.

2.05 ACCESSORY EQUIPMENT
A. Room Thermostat: Wall-mounted, electric solid state microcomputer based room thermostat with remote sensor to maintain temperature setting; low-voltage; with following features:
   1. Automatic switching from heating to cooling.
   2. Preferential rate control to minimize overshoot and deviation from setpoint.
   3. Programming based on weekdays, Saturday and Sunday.
   4. Selection features including degree F or degree C display, 12 or 24 hour clock, keyboard disable, remote sensor, fan on-auto.
   5. Battery replacement without program loss.
   6. Thermostat Display:
      a. Time of day.
      b. Actual room temperature.
      c. Programmed temperature.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.
B. Verify that proper power supply is available and in correct location.
C. Verify that proper fuel supply is available for connection.

3.02 INSTALLATION
A. Install in accordance with NFPA 90A and NFPA 90B.

END OF SECTION
SECTION 26 05 05
SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Electrical demolition.

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

PART 2 PRODUCTS
2.01 MATERIALS AND EQUIPMENT
   A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify field measurements and circuiting arrangements are as indicated.
   B. Verify that abandoned wiring and equipment serve only abandoned facilities.
   C. Demolition drawings are based on casual field observation and existing record documents.
   D. Report discrepancies to State of Delaware - Division of Historical and Cultural Affairs before disturbing existing installation.
   E. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION
   A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
   B. Coordinate utility service outages with utility company.
   C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
   D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
      1. Obtain permission from State of Delaware - Division of Historical and Cultural Affairs at least 24 hours before partially or completely disabling system.
      2. Make temporary connections to maintain service in areas adjacent to work area.
   E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
      1. Notify State of Delaware - Division of Historical and Cultural Affairs before partially or completely disabling system.
      2. Notify local fire service.
      3. Make notifications at least 24 hours in advance.
      4. Make temporary connections to maintain service in areas adjacent to work area.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK
   A. Remove, relocate, and extend existing installations to accommodate new construction.
   B. Remove abandoned wiring to source of supply.
   C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
E. Repair adjacent construction and finishes damaged during demolition and extension work.
F. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

3.04 CLEANING AND REPAIR
A. See Section 01 74 19 - Construction Waste Management and Disposal for additional requirements.
B. Clean and repair existing materials and equipment that remain or that are to be reused.
C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
D. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.

3.05 UNIVERSAL WASTE DIVERSION
A. Remove all universal waste from fixtures, panels, and related devices for proper diversion and reclamation.
B. Universal waste components are as follows: electric motors, PCB ballasts, non PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.
C. Exemption: electric motors, circuit breakers, transformers and lighting contactors are exempt from this provision provided the contractor chooses to salvage or reuse the components.
D. No identified universal waste will be discarded into the waste stream.

END OF SECTION
SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Single conductor building wire.
B. Metal-clad cable.
C. Wire and cable for 600 volts and less.
D. Wiring connectors.

1.02 REFERENCE STANDARDS
E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
F. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
N. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

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

1.04 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.

PART 2 PRODUCTS
2.01 CONDUCTOR AND CABLE APPLICATIONS
A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
C. Concealed Dry Interior Locations: Use only building wire in raceway or metal clad cable.
D. Exposed Dry Interior Locations: Use only building wire in raceway.
E. Above Accessible Ceilings: Use only building wire in raceway or metal clad cable.
F. Wet or Damp Interior Locations: Use only building wire in raceway.
G. Exterior Locations: Use only building wire with Type THWN-2 insulation in raceway.
H. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
I. Use stranded conductors for control circuits.
J. Use conductor not smaller than 12 AWG for power and lighting circuits.
K. Use conductor not smaller than 14 AWG for control circuits.
L. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
M. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS
A. Provide products that comply with requirements of NFPA 70.
B. Provide products listed, classified, and labeled as suitable for the purpose intended.
C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
D. Comply with NEMA WC 70.
E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

2.03 SINGLE CONDUCTOR BUILDING WIRE
A. Description: Single conductor insulated wire.
B. Conductor Stranding:
   1. Feeders and Branch Circuits:
      b. Size 8 AWG and Larger: Stranded.
C. Insulation Voltage Rating: 600 V.
D. Insulation:
   1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
E. Conductor: Copper.
F. Insulation Voltage Rating: 600 volts.
G. Insulation: NFPA 70, Type THHN/THWN.
H. Insulation: Thermoplastic material rated 75 degrees C.

2.04 METAL-CLAD CABLE
A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
B. Conductor Stranding:
   2. Size 8 AWG and Larger: Stranded.
C. Insulation Voltage Rating: 600 V.
D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
E. Grounding: Full-size integral equipment grounding conductor.
F. Armor: Steel, interlocked tape.
G. Description: NFPA 70, Type MC.
H. Conductor: Copper.
I. Insulation Voltage Rating: 600 volts.
J. Insulation Temperature Rating: 75 degrees C.
K. Insulation Material: Thermoplastic.
L. Armor Material: Steel.
M. Armor Design: Interlocked metal tape.

2.05 WIRING CONNECTORS
A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that interior of building has been protected from weather.
B. Verify that work likely to damage wire and cable has been completed.
C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
D. Verify that raceway installation is complete and supported.
E. Verify that field measurements are as indicated.
F. Verify that conditions are satisfactory for installation prior to starting work.

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

3.03 INSTALLATION
A. Install products in accordance with manufacturer's instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Install metal-clad cable (Type MC) in accordance with NECA 120.
D. Installation in Raceway:
   1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   2. Pull all conductors and cables together into raceway at same time.
   3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
   4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent
support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.

G. Terminate cables using suitable fittings.
   1. Metal-Clad Cable (Type MC):
      a. Use listed fittings.
      b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.

H. Install conductors with a minimum of 12 inches of slack at each outlet.

I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

K. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
   2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
   3. Do not remove conductor strands to facilitate insertion into connector.
   4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

M. Insulate ends of spare conductors using vinyl insulating electrical tape.

N. Color Code Legend: Provide identification label identifying color code for ungrounded conductors at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

Q. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.

R. Route wire and cable as required to meet project conditions.
   1. Wire and cable routing indicated is approximate unless dimensioned.
   2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

S. Use wiring methods indicated.

T. Pull all conductors into raceway at same time.

U. Use suitable wire pulling lubricant for building wire 4 AWG and larger.

V. Protect exposed cable from damage.

W. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.

X. Use suitable cable fittings and connectors.

Y. Neatly train and lace wiring inside boxes, equipment, and panelboards.

Z. Clean conductor surfaces before installing lugs and connectors.

AA. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
AB. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.

AC. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

AD. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

AE. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.

3.04 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Perform field inspection and testing in accordance with Section 01 40 00.

C. Inspect and test in accordance with NETA ATS, except Section 4.

D. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.

E. Correct deficiencies and replace damaged or defective conductors and cables.

F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

END OF SECTION
SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Grounding and bonding requirements.
B. Conductors for grounding and bonding.
C. Connectors for grounding and bonding.
D. Grounding and bonding components.
E. Provide all components necessary to complete the grounding system(s) consisting of:
   1. Existing metal underground water pipe.
   2. Metal underground water pipe.
   3. Metal frame of the building.
   4. Rod electrodes.

1.02 RELATED REQUIREMENTS
A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
C. Section 03 30 00 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS
B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
D. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Verify exact locations of underground metal water service pipe entrances to building.
   2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
   3. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 PERFORMANCE REQUIREMENTS
A. Grounding System Resistance: 5 ohms.

1.06 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
B. Test Reports: Indicate overall resistance to ground and resistance of each electrode.

1.07 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS
A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

D. Grounding System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by DEDC, LLC. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
   3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.

E. Grounding Electrode System:
   1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
      a. Provide continuous grounding electrode conductors without splice or joint.
      b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
   2. Metal In-Ground Support Structure:
      a. Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.
   3. Ground Ring:
      a. Provide a ground ring encircling the building or structure consisting of bare copper conductor not less than 2 AWG in direct contact with earth, installed at a depth of not less than 30 inches.
      b. Where location is not indicated, locate ground ring conductor at least 24 inches outside building perimeter foundation.
   4. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
   1. Provide products listed, classified, and labeled as suitable for the purpose intended.
   2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
   1. Use insulated copper conductors unless otherwise indicated.
      a. Exceptions:
         1) Use bare copper conductors where installed underground in direct contact with earth.
         2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
   1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
   2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
   3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
2.03 MANUFACTURERS
B. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 ELECTRODES
A. Manufacturers:
   2. Substitutions: See Section 01 60 00 - Product Requirements.
B. Rod Electrodes: Copper-clad steel.
   2. Length: 10 feet.
   3. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 CONNECTORS AND ACCESSORIES
A. Mechanical Connectors: Bronze.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that work likely to damage grounding and bonding system components has been completed.
B. Verify that field measurements are as indicated.
C. Verify that conditions are satisfactory for installation prior to starting work.
D. Verify existing conditions prior to beginning work.
E. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.02 INSTALLATION
A. Install products in accordance with manufacturer's instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
   4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
D. Identify grounding and bonding system components in accordance with Section 26 05 53.
E. Install ground electrodes at locations indicated. Install additional rod electrodes as required to achieve specified resistance to ground.
F. Provide grounding electrode conductor and connect to reinforcing steel in foundation footing where indicated. Bond steel together.
G. Provide bonding to meet requirements described in Quality Assurance.
H. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

END OF SECTION
SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 REFERENCE STANDARDS
D. MFMA-4 - Metal Framing Standards Publication; 2004.
E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.

1.04 QUALITY ASSURANCE
A. Comply with NFPA 70.
B. Comply with applicable building code.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.
B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS
A. General Requirements:
1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
   a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
   1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
   2. Conduit Clamps: Bolted type unless otherwise indicated.

C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.

D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.

E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.

F. Anchors and Fasteners:
   1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

2.02 MANUFACTURERS

C. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 MATERIALS

A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.

B. Supports: Fabricated of structural steel or formed steel members; galvanized.

C. Anchors and Fasteners:

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ANCHOR HARDWARE TABLE

D. Formed Steel Channel:
   1. Product: Steel "U" shaped with in-turned clamping ridges manufactured by Unitstrut, Power Wtrut, B-Line Strut or Kindorf.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
D. Unless specifically indicated or approved by DEDC, LLC, do not provide support from suspended ceiling support system or ceiling grid.
E. Unless specifically indicated or approved by DEDC, LLC, do not provide support from roof deck.
F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
G. Equipment Support and Attachment:
   1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
   2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
   3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
   4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
H. Secure fasteners according to manufacturer's recommended torque settings.
I. Remove temporary supports.

END OF SECTION
SECTION 26 05 33.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).
B. Intermediate metal conduit (IMC).
C. PVC-coated galvanized steel rigid metal conduit (RMC).
D. Flexible metal conduit (FMC).
E. Liquidtight flexible metal conduit (LFMC).
F. Electrical metallic tubing (EMT).
G. Rigid polyvinyl chloride (PVC) conduit.
H. Reinforced thermosetting resin conduit (RTRC).
I. Conduit fittings.
J. Conduit, fittings and conduit bodies.

1.02 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.
G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; 2005.
I. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2013.
J. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2015.
K. NEMA TC 14 (SERIES) - Reinforced Thermosetting Resin Conduit and Fittings Series; 2015.
L. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
M. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
N. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
O. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
P. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
Q. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
R. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
S. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
1.04 QUALITY ASSURANCE
   A. Conform to requirements of NFPA 70.
   B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

1.05 DELIVERY, STORAGE, AND HANDLING
   A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.
   B. Accept conduit on site. Inspect for damage.
   C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS
   A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
   B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
   C. Underground:
      1. Under Slab on Grade: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), PVC-coated galvanized steel rigid metal conduit, rigid PVC conduit, or reinforced thermosetting resin conduit (RTRC).

2.02 CONDUIT REQUIREMENTS
   A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
   B. Provide products listed, classified, and labeled as suitable for the purpose intended.
   C. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)
   A. Description: NFPA 70, Type RMC, galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
   B. Fittings:
      1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
      2. Material: Use steel or malleable iron.
      3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 INTERMEDIATE METAL CONDUIT (IMC)
   A. Description: NFPA 70, Type IMC, galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
   B. Fittings:
      1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
      2. Material: Use steel or malleable iron.
      3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.
   C. Conduit Size: Comply with NFPA 70.
      1. Minimum Size: 3/4 inch1/2 inch unless otherwise specified.
D. Outdoor Locations Above Grade: Use rigid steel conduit.
E. In Slab Above Grade:
   1. Use rigid steel conduit.
   2. Maximum Size Conduit in Slab: 3/4 inch; 1/2 inch for conduits crossing each other.
F. Wet and Damp Locations: Use rigid steel conduit.
G. Dry Locations:
   1. Concealed: Use electrical metallic tubing, where permitted by the NEC.
   2. Exposed: Use electrical metallic tubing, where permitted by the NEC.

2.05 METAL CONDUIT
A. Manufacturers:
   3. Triangle
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Rigid Steel Conduit: ANSI C80.1.
C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

2.06 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)
A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil.
C. PVC-Coated Fittings:
   1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
   2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
   4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil.
D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil.

2.07 FLEXIBLE METAL CONDUIT (FMC)
A. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
B. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.
C. Description: Interlocked steel construction.
D. Fittings: NEMA FB 1.

2.08 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)
A. Manufacturers:
   1. AFC Cable Systems, Inc: www.afcweb.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
C. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Material: Use steel or malleable iron.
D. Description: Interlocked steel construction with PVC jacket.
E. Fittings: NEMA FB 1.

**2.09 ELECTRICAL METALLIC TUBING (EMT)**
A. Manufacturers:
   2. Wheatland Tube, a Division of Zekelman Industries: www.wheatland.com/#sle.
   3. Triangle
B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
C. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.
   3. Connectors and Couplings: Use compression (gland) or set-screw type.
      a. Do not use indenter type connectors and couplings.
D. Description: ANSI C80.3; galvanized tubing.
E. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron compression type.

**2.10 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT**
A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
B. Fittings:
   1. Manufacturer: Same as manufacturer of conduit to be connected.
   2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

**2.11 REINFORCED THERMOSETTING RESIN CONDUIT (RTRC)**
A. Description: NFPA 70, Type RTRC reinforced thermostetting resin conduit complying with NEMA TC 14 (SERIES).
B. Supports: Per manufacturer’s recommendations.
C. Fittings: Same type and manufacturer as conduit to be connected.

**PART 3 EXECUTION**

**3.01 EXAMINATION**
A. Verify that field measurements are as indicated.
B. Verify that mounting surfaces are ready to receive conduits.
C. Verify that conditions are satisfactory for installation prior to starting work.
D. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

**3.02 INSTALLATION**
A. Install products in accordance with manufacturer's instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.

F. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.

G. Conduit Support:
   1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

H. Connections and Terminations:
   1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
   2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
   3. Use suitable adapters where required to transition from one type of conduit to another.
   4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
   5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
   6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
   7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

I. Penetrations:
   1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
   2. Make penetrations perpendicular to surfaces unless otherwise indicated.
   3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
   4. Conceal bends for conduit risers emerging above ground.
   5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
   6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
   7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
   8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

J. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
   1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
   2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
   3. Where calculated in accordance with NFPA 70 for reinforced thermosetting resin conduit (RTRC) conduit installed above ground to compensate for thermal expansion and contraction.
   4. Where conduits are subject to earth movement by settlement or frost.
K. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
L. Provide grounding and bonding in accordance with Section 26 05 26.

3.03 PROTECTION
A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.
B. Install conduit securely, in a neat and workmanlike manner, as specified in NECA 1.
C. Install steel conduit as specified in NECA 101.
D. Arrange supports to prevent misalignment during wiring installation.
E. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
F. Group related conduits; support using conduit rack. Construct rack using steel channel.
G. Fasten conduit supports to building structure and surfaces under provisions of Section 26 05 29.
H. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
I. Do not attach conduit to ceiling support wires.
J. Arrange conduit to maintain headroom and present neat appearance.
K. Route conduit parallel and perpendicular to walls.
L. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
M. Route conduit in and under slab from point-to-point.
N. Maintain adequate clearance between conduit and piping.
O. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
P. Cut conduit square using saw or pipecutter; de-burr cut ends.
Q. Bring conduit to shoulder of fittings; fasten securely.
R. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations.
S. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one shot bender to fabricate bends in metal conduit larger than 2 inch size.
T. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
U. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic.
V. Provide suitable pull string in each empty conduit except sleeves and nipples.
W. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
X. Ground and bond conduit under provisions of Section 26 05 26.
Y. Identify conduit under provisions of Section 26 05 53.

3.04 INTERFACE WITH OTHER PRODUCTS
A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
B. Route conduit through roof openings for piping and ductwork wherever possible. Where separate roofing penetration is required, coordinate location and installation method with roofing installation specified in Section 01700.

END OF SECTION
PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
   B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
   C. Wall and ceiling outlet boxes.
   D. Pull and junction boxes.

1.02 REFERENCE STANDARDS
   A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
   B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
   C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
   D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
   E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
   F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
   J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

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

1.04 QUALITY ASSURANCE
   A. Conform to requirements of NFPA 70.

PART 2 PRODUCTS
2.01 BOXES
   A. General Requirements:
      1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
      2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
      3. Provide products listed, classified, and labeled as suitable for the purpose intended.
      4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
      5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
   B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
      1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
      2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use suitable concrete type boxes where flush-mounted in concrete.
4. Use suitable masonry type boxes where flush-mounted in masonry walls.
5. Use raised covers suitable for the type of wall construction and device configuration where required.
6. Use shallow boxes where required by the type of wall construction.
7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
   1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
   2. NEMA 250 Environment Type, Unless Otherwise Indicated:
      3. Junction and Pull Boxes Larger Than 100 cubic inches:
         a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

2.02 MANUFACTURERS
   B. Hoffman
   C. Steel City
   D. Crouse-Hinds
   E. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 OUTLET BOXES
   A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
      1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
   B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.
   C. Wall Plates for Finished Areas: As specified in Section 26 27 26.

2.04 PULL AND JUNCTION BOXES
   A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
   B. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
      1. Material: Galvanized cast iron.
      2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 EXECUTION
3.01 INSTALLATION
   A. Install products in accordance with manufacturer's instructions.
   B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
C. Arrange equipment to provide minimum clearances in accordance with manufacturer’s instructions and NFPA 70.

D. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.

E. Install boxes plumb and level.

F. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

G. Install boxes as required to preserve insulation integrity.

H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

J. Close unused box openings.

K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

L. Provide grounding and bonding in accordance with Section 26 05 26.

M. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.

N. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

O. Set wall mounted boxes at elevations to accommodate mounting heights indicated.

P. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
   1. Adjust box locations up to 10 feet if required to accommodate intended purpose.

Q. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.

R. Maintain headroom and present neat mechanical appearance.

S. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

T. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

U. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

V. Use flush mounting outlet box in finished areas.

W. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

X. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic rated walls.
Y. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

Z. Do not fasten boxes to ceiling support wires.

AA. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.

AB. Use gang box where more than one device is mounted together. Do not use sectional box.

AC. Use cast outlet box in exterior locations exposed to the weather and wet locations.

AD. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.

3.02 ADJUSTING
A. Adjust flush-mounting outlets to make front flush with finished wall material.
B. Install knockout closures in unused box openings.

3.03 CLEANING
A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

END OF SECTION
SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Electrical identification requirements.
B. Large Device Identification.
C. Nameplates and Labels.
D. Wire and cable markers.
E. Voltage markers.
F. Warning signs and labels.

1.02 REFERENCE STANDARDS
C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

PART 2 PRODUCTS
2.01 IDENTIFICATION REQUIREMENTS
A. Identification for Equipment:
   1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
   2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70, including but not limited to the following.
      a. Service equipment.
      b. Industrial control panels.
      c. Motor control centers.
      d. Elevator control panels.
      e. Industrial machinery.
B. Identification for Conductors and Cables:
   1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
   2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

2.02 MANUFACTURERS
B. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 LARGE DEVICE IDENTIFICATION
A. Identify all disconnect switches, pull boxes, junction boxes (larger than 4” X 4”) in unfinished areas with Brady voltage markers, catalog #B-498, series #44xxx (xxx indicates last 3 numbers of model number which vary based on voltage, size, etc. Contractor shall coordinate this...
information prior to ordering). Sizes for each label shall be as large as possible, style "A", "B" or "C" as the device permits.

B. Identify all disconnect switches, pull boxes, junction boxes (larger than 4" X 4") finished with black engraved laminoid self-adhesive labels, 1" X 4". The label shall state the power feed, circuit or section number, and the equipment identification number that the large device serves.

2.04 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
   1. Materials:
   2. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:
   1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
   2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Nameplates: Engraved three-layer laminated plastic, black letters on white background, 2" by 6" in size

D. Locations:
   1. Each electrical distribution and control equipment enclosure.
   2. Disconnect Switches
   3. Panelboards.

E. Letter Size:
   1. Use 1/8 inch letters for identifying individual equipment and loads.

F. Labels: Embossed adhesive tape, with 3/16 inch (5 mm) white letters on black background. Use only for identification of individual wall switches and receptacles, and control device stations.

2.05 WIRE AND CABLE MARKERS

A. Manufacturers:
   1. Brady, Bradysleeve, Catalog #B-320 PVC.
   2. Substitutions: See Section 01 60 00 - Product Requirements.

B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

D. Legend: Power source and circuit number or other designation indicated.

E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.

F. Minimum Text Height: 1/8 inch.

G. Color: Black text on white background unless otherwise indicated.

H. Locations: Each conductor at pull boxes, junction boxes, and Termination or connection points including each load connection.

Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.

2.06 VOLTAGE MARKERS

A. Minimum Size:

B. Legend:
C. Color: Black text on orange background unless otherwise indicated.
D. Location: Furnish markers for each conduit longer than 6 feet.
E. Spacing: 20 feet on center.

2.07 WARNING SIGNS AND LABELS
A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
B. Warning Signs:
   1. Materials:
   2. Minimum Size: 7 by 10 inches unless otherwise indicated.
C. Warning Labels:
   1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
   3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION
3.01 PREPARATION
A. Clean surfaces to receive adhesive products according to manufacturer's instructions.
B. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION
A. Install products in accordance with manufacturer's instructions.
B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
   3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
   4. Elevated Equipment: Legible from the floor or working platform.
   5. Interior Components: Legible from the point of access.
   6. Conductors and Cables: Legible from the point of access.
C. Install identification products centered, level, and parallel with lines of item being identified.
D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

END OF SECTION
SECTION 26 05 83
WIRING CONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Electrical connections to equipment.

1.02 RELATED REQUIREMENTS
A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
B. Section 26 05 33.13 - Conduit for Electrical Systems.
C. Section 26 05 33.16 - Boxes for Electrical Systems.
D. Section 26 27 26 - Wiring Devices.

1.03 REFERENCE STANDARDS
A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).
B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.
C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
   2. Determine connection locations and requirements.
B. Sequencing:
   1. Install rough-in of electrical connections before installation of equipment is required.
   2. Make electrical connections before required start-up of equipment.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide wiring device manufacturer’s catalog information showing dimensions, configurations, and construction.

1.06 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS

2.01 MATERIALS
A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
   1. Colors: Conform to NEMA WD 1.
   2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
   3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
B. Wiring Devices: As specified in Section 26 27 26.
C. Flexible Conduit: As specified in Section 26 05 33.13.
D. Wire and Cable: As specified in Section 26 05 19.
E. Boxes: As specified in Section 26 05 33.16.
2.02 EQUIPMENT CONNECTIONS
   A. Water Source Heat Pumps
   B. HVAC Pumps
   C. Electric Hot Water heaters

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.02 ELECTRICAL CONNECTIONS
   A. Make electrical connections in accordance with equipment manufacturer’s instructions.
   B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit
      with watertight connectors in damp or wet locations.
   C. Connect heat producing equipment using wire and cable with insulation suitable for
      temperatures encountered.
   D. Provide receptacle outlet to accommodate connection with attachment plug.
   E. Provide cord and cap where field-supplied attachment plug is required.
   F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and
      equipment connection boxes.
   G. Install disconnect switches, controllers, control stations, and control devices to complete
      equipment wiring requirements.
   H. Install terminal block jumpers to complete equipment wiring requirements.
   I. Install interconnecting conduit and wiring between devices and equipment to complete
      equipment wiring requirements.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
A. Power distribution panelboards.
B. Lighting and appliance panelboards.
C. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS
A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
D. Section 26 28 13 - Fuses: Fuses for fusible switches and spare fuse cabinets.

1.03 REFERENCE STANDARDS
A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision E, 2013.
B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2009.
D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
E. NEMA PB 1 - Panelboards; 2011.
F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; 2013.
H. NFPA 70 - National Electrical Code, Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
K. UL 67 - Panelboards; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
   4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
5. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus amperage, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
   1. Clearly indicate whether proposed short circuit current ratings are fully rated or, where acceptable, series rated systems.
C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

PART 2 PRODUCTS
2.01 MANUFACTURERS
C. Schneider Electric; Square D Products: www.schneider-electric.us/#sle.
E. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PANELBOARDS - GENERAL REQUIREMENTS
A. Provide products listed, classified, and labeled as suitable for the purpose intended.
B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet.
   2. Ambient Temperature:
      a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.
C. Short Circuit Current Rating:
   1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
   2. Listed series ratings are acceptable, except where not permitted by motor contribution according to NFPA 70.
   3. Label equipment utilizing series ratings as required by NFPA 70.
D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
   1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
G. Conductor Terminations: Suitable for use with the conductors to be installed.
H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
   2. Boxes: Galvanized steel unless otherwise indicated.
      a. Provide wiring gutters sized to accommodate the conductors to be installed.
   3. Fronts:
      a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.

4. Lockable Doors: All locks keyed alike unless otherwise indicated.

I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

2.03 POWER DISTRIBUTION PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:
   1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   2. Main and Neutral Lug Type: Mechanical.

C. Bussing:
   1. Phase and Neutral Bus Material: Aluminum.

D. Circuit Breakers:
   1. Provide bolt-on type or plug-in type secured with locking mechanical restraints.

E. Enclosures:
   1. Provide surface-mounted enclosures unless otherwise indicated.

F. Description: NEMA PB 1, circuit breaker type.

G. Panelboard Bus: Copper, ratings as indicated. Provide copper ground bus in each panelboard.

H. Minimum integrated short circuit rating: (Or as indicated on drawings)
   1. 240 Volt Panelboards: 10,000 amperes rms symmetrical.
   2. 480 Volt Panelboards: 14,000 amperes rms symmetrical.

I. Series Rated panelboards are not acceptable.

J. Molded Case Circuit Breakers: With integral thermal and instantaneous magnetic trip in each pole; UL listed. For air conditioning equipment branch circuits provide circuit breakers UL listed as Type HACR.

K. Cabinet Front: Surface type, fastened with concealed trim clamps, hinged door with flush lock, metal directory frame, finished in manufacturer's standard gray enamel.

2.04 LIGHTING AND APPLIANCE PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:
   1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   2. Main and Neutral Lug Type: Mechanical.

C. Bussing:

D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.

E. Enclosures:
1. Provide surface-mounted or flush-mounted enclosures as indicated.
2. Provide clear plastic circuit directory holder mounted on inside of door.

F. Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.

G. Panelboard Bus: Copper, ratings as indicated. Provide copper ground bus in each panelboard; provide insulated ground bus where scheduled.

H. Minimum Integrated Short Circuit Rating:
   1. 240 Volt Panelboards: 10,000 amperes rms symmetrical.
   2. 480 Volt Panelboards: 14,000 amperes rms symmetrical.

I. Series Rated panelboards are not acceptable.

J. Molded Case Circuit Breakers: Thermal magnetic trip circuit breakers, bolt-on type, with common trip handle for all poles; UL listed.
   1. Type SWD for lighting circuits.
   2. Type HACR for air conditioning equipment circuits.
   3. Class A ground fault interrupter circuit breakers where scheduled.
   4. Do not use tandem circuit breakers.

K. Enclosure: NEMA PB 1, Type 1.

L. Cabinet Box: 6 inches deep, 20 inches wide for 240 volt and less panelboards, 20 inches wide for 480 volt panelboards.

M. Cabinet Front: Flush cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock all keyed alike. Finish in manufacturer’s standard gray enamel.

2.05 OVERCURRENT PROTECTIVE DEVICES

A. Molded Case Circuit Breakers:
   1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
   2. Interrupting Capacity:
      a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated.
      b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
      c. Series Rated Systems: Provide circuit breakers listed in combination with upstream devices to provide interrupting rating not less than the short circuit current rating indicated.
   3. Conductor Terminations:
      a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
   5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
   6. Provide the following circuit breaker types where indicated:
      a. Ground Fault Circuit Interrupter (GFCI) Circuit Breakers: Listed as complying with UL 943, class A for protection of personnel.

PART 3 EXECUTION

3.01 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).
B. Install products in accordance with manufacturer's instructions.
C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
E. Provide required support and attachment in accordance with Section 26 05 29.
F. Install panelboards plumb.
G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
I. Provide minimum of six spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
J. Provide grounding and bonding in accordance with Section 26 05 26.
K. Install all field-installed branch devices, components, and accessories.
L. Install panelboards in accordance with NEMA PB 1.1 and NECA 1.
M. Install panelboards plumb. Install recessed panelboards flush with wall finishes.
N. Height: 6 feet to top of panelboard; install panelboards taller than 6 feet with bottom no more than 4 inches above floor.
O. Provide filler plates to cover unused spaces in panelboards.
P. Provide computer-generated circuit directory for each lighting and appliance panelboard and each power distribution panelboard provided with a door, clearly and specifically indicating the loads served. Identify spares and spaces.
Q. Provide identification nameplate for each panelboard in accordance with Section 26 05 53.
R. Provide arc flash warning labels in accordance with NFPA 70.
S. Provide spare conduits out of each recessed panelboard to an accessible location above ceiling. Identify each as SPARE.
T. Ground and bond panelboard enclosure according to Section 26 05 26.

3.02 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Perform field inspection and testing in accordance with Section 01 40 00.
C. Inspect and test in accordance with NETA ATS, except Section 4.
D. Test GFCI circuit breakers to verify proper operation.
E. Correct deficiencies and replace damaged or defective panelboards or associated components.
F. Perform inspections and tests listed in NETA STD ATS, Section 7.5 for switches, Section 7.6 for circuit breakers.

3.03 ADJUSTING
A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
B. Adjust alignment of panelboard fronts.
C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

END OF SECTION
SECTION 26 27 26
WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Wall switches.
B. Wall dimmers.
C. Receptacles.
D. Wall plates.

1.02 RELATED REQUIREMENTS
A. Section 26 05 33.16 - Boxes for Electrical Systems.
B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS
B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification; Revision F, 1999.
C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
D. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
E. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).
F. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.
G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
I. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

1.05 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS

2.01 MANUFACTURERS
C. Bryant
2.02 ALL WIRING DEVICES
A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

B. Finishes:

2.03 WALL SWITCHES
A. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.

B. Wall Switches: Extra Heavy Duty Industrial Series, AC only general-use snap switch, complying with NEMA WD 6 and WD 1.
   1. Body and Handle: Ivory plastic with toggle handle.
   2. Ratings:
      a. Voltage: 120 volts, AC.

C. Switch Types: Single pole, 3-way, and 4-way.

2.04 WALL DIMMERS
A. Wall Dimmers - General Requirements: Solid-state with continuous full-range even control following square law dimming curve, integral radio frequency interference filtering, power failure preset memory, air gap switch accessible without removing wall plate, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 1472; types and ratings suitable for load controlled as indicated on the drawings.

2.05 RECEPTACLES
A. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498; and where applicable, FS W-C-596; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
   2. NEMA configurations specified are according to NEMA WD 6.

B. Receptacles: Extra Heavy Duty Industrial Series, complying with NEMA WD 6 and WD 1.
   1. Device Body: Ivory plastic.
   2. Configuration: NEMA WD 6, type as specified and indicated.

C. Convenience Receptacles: Type 5-20R.
D. Single Convenience Receptacles.
E. Duplex Convenience Receptacles.
F. GFCI Receptacles: 5-20R Duplex Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.06 WALL PLATES
A. Wall Plates: Comply with UL 514D.
   1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
   3. Screws: Metal with slotted heads finished to match wall plate finish.

B. Decorative Cover Plates: Smooth stainless steel.

C. Weatherproof Cover Plates: Gasketed cast metal with gasketed device cover.

D. Surface Mounted Device Wall Plates: Stamped steel.
PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.
B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
D. Verify that final surface finishes are complete, including painting.
E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
B. Perform work in a neat and workmanlike manner in accordance with NECA 1, including mounting heights specified in that standard unless otherwise indicated.
C. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
D. Install wiring devices in accordance with manufacturer's instructions.
E. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
F. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
G. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
H. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
I. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
J. Install wiring devices plumb and level with mounting yoke held rigidly in place.
K. Install wall switches with OFF position down.
L. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
M. Do not share neutral conductor on branch circuits utilizing wall dimmers.
N. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
O. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
P. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
Q. Install receptacles with grounding pole on bottom.
R. Connect wiring device grounding terminal to outlet box with bonding jumper.
S. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
T. Connect wiring devices by wrapping conductor around screw terminal.
U. Install galvanized steel cover plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted switches & outlets.

3.04 INTERFACE WITH OTHER PRODUCTS
A. Coordinate locations of outlet boxes provided under Section 26 05 37 to obtain mounting heights specified.
B. Install wall switch 48 inches above finished floor.
C. Install convenience receptacle 18 inches above finished floor.
D. Install convenience receptacle 6 inches above counter.
E. Install telephone jack 18 inches above finished floor.
F. Install telephone jack for side-reach wall telephone to position top of telephone at 54 inches above finished floor.
G. Install telephone jack for forward-reach wall telephone to position top of telephone at 48 inches above finished floor.

3.05 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Inspect each wiring device for damage and defects.
C. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
D. Operate each wall switch with circuit energized and verify proper operation.
E. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
F. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.06 ADJUSTING
A. Adjust devices and wall plates to be flush and level.

3.07 CLEANING
A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION
SECTION 26 28 13
FUSES

PART 1  GENERAL
1.01  SECTION INCLUDES
   A. Fuses.

1.02  REFERENCE STANDARDS
   A. NEMA FU 1 - Low Voltage Cartridge Fuses; 2012.
   B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having
      Jurisdiction, Including All Applicable Amendments and Supplements.
   C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All
      Revisions.

1.03  SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Maintenance Materials: Furnish the following for State of Delaware - Division of Historical and
      Cultural Affairs's use in maintenance of project.
      1. See Section 01 60 00 - Product Requirements, for additional provisions.
      2. Fuse Pullers: One set(s) compatible with each type and size installed.

1.04  QUALITY ASSURANCE
   A. Conform to requirements of NFPA 70.
   B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose
      specified and indicated.

PART 2  PRODUCTS
2.01  MANUFACTURERS
   A. Bussmann, a division of Eaton Corporation: www.cooperindustries.com/#sle.
   B. Substitutions: See Section 01 60 00 - Product Requirements.

2.02  FUSES
   A. Provide products listed, classified, and labeled as suitable for the purpose intended.
   B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required
      for a complete operating system.
   C. Provide fuses of the same type, rating, and manufacturer within the same switch.
   D. Comply with UL 248-1.
   E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and
      ratings as indicated.
   F. Voltage Rating: Suitable for circuit voltage.
   G. Power Load Feeder Switches: Class RK1 (time delay).
   H. Motor Load Feeder Switches: Class RK1 (time delay).

2.03  CLASS RK1 (TIME DELAY) FUSES
   A. Manufacturers:
      2. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3  EXECUTION
3.01  INSTALLATION
   A. Do not install fuses until circuits are ready to be energized.
B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION
SECTION 26 28 16.13
ENCLOSED CIRCUIT BREAKERS

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Enclosed circuit breakers.

1.02 RELATED REQUIREMENTS
A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS
A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision E, 2013.
B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

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

1.05 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Maintain one copy of each document on site.
C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

PART 2 PRODUCTS
2.01 MANUFACTURERS
C. Schneider Electric; Square D Products: www.schneider-electric.us/#sle.
E. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ENCLOSED CIRCUIT BREAKERS
A. Description: Units consisting of molded case circuit breakers individually mounted in enclosures.
B. Provide products listed, classified, and labeled as suitable for the purpose intended.
C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet.
   2. Ambient Temperature: Between 23 degrees F and 104 degrees F.
D. Short Circuit Current Rating:
E. Conductor Terminations: Suitable for use with the conductors to be installed.
F. Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.
G. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
   H. Provide externally operable handle with means for locking in the OFF position.

2.03 MOLDED CASE CIRCUIT BREAKERS
A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
B. Interrupting Capacity:
   1. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
   2. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
C. Conductor Terminations:
   1. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
D. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
E. Molded Case Circuit Breakers: UL listed for the following service conditions:

2.04 TRIP UNITS
A. Field-Adjustable Trip Circuit Breakers: Provide circuit breakers with frame sizes 600 amperes and larger with mechanism for adjusting long time continuous current, short time pickup current setting for automatic operation.

PART 3 EXECUTION
3.01 INSTALLATION
A. Install products in accordance with manufacturer's instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
D. Provide required support and attachment in accordance with Section 26 05 29.
E. Install enclosed circuit breakers plumb.
F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed circuit breakers such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
G. Provide grounding and bonding in accordance with Section 26 05 26.
H. Provide identification nameplates for each enclosed circuit breaker in accordance with Section 26 05 53.
   I. Provide arc flash warning labels in accordance with NFPA 70.

3.02 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Inspect and test in accordance with manufacturer's instructions and NETA ATS, except Section 4.
C. Correct deficiencies and replace damaged or defective enclosed circuit breakers.
D. Perform field inspection and testing in accordance with Section 01 40 00.
E. Inspect and test each circuit breaker.
F. Inspect each circuit breaker visually.
G. Perform several mechanical ON-OFF operations on each circuit breaker.
H. Verify circuit continuity on each pole in closed position.
I. Determine that circuit breaker will trip on overcurrent condition, with tripping time to NEMA AB 1 requirements.

3.03 ADJUSTING
A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

END OF SECTION
SECTION 26 28 16.16
ENCLOSED SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Fusible switches.
   B. Nonfusible switches.

1.02 RELATED REQUIREMENTS
   A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
   B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
   C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
   D. Section 26 28 13 - Fuses.

1.03 REFERENCE STANDARDS
   A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
   B. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association; 2002 (R2007).
   C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013.
   E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide manufacturer’s standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

1.05 QUALITY ASSURANCE
   A. Conform to requirements of NFPA 70.

PART 2 PRODUCTS

2.01 MANUFACTURERS
   C. Schneider Electric; Square D Products: www.schneider-electric.us/#sle.
   E. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 COMPONENTS
   A. Fusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
      1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
      2. Handle lockable in OFF position.
      3. Fuse clips: Designed to accommodate NEMA FU1, Class R fuses. Provide rejection clips to reject all other than Class R fuses.
      4. Fuse extenders where indicated on contract drawings.
   B. Nonfusable Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
2. Handle lockable in OFF position.
3. Electrical interlocks, break before switch opens and close after switch closes, where indicated on contract drawings.

C. Enclosures: NEMA KS 1.
   1. Interior Dry Locations: Type 1.
   2. Exterior Locations: Type 3R.

PART 3  EXECUTION

3.01  INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
D. Provide required support and attachment in accordance with Section 26 05 29.
E. Install enclosed switches plumb.
F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
G. Provide grounding and bonding in accordance with Section 26 05 26.
H. Provide identification nameplate for each enclosed switch in accordance with Section 26 05 53.
I. Provide arc flash warning labels in accordance with NFPA 70.
J. Install fuses in fusible disconnect switches.
K. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

3.02  FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
D. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

END OF SECTION
SECTION 26 51 00
INTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Interior luminaires.
B. Ballasts and drivers.
C. Lamps.

1.02 REFERENCE STANDARDS
C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
D. UL 1598 - Luminaires; Current Edition, Including All Revisions.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate dimensions and components for each fixture that is not a standard product of the manufacturer.
C. Product Data: Provide manufacturer’s standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
D. Manufacturer’s Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.04 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Conform to requirements of NFPA 70 and NFPA 101.

PART 2 PRODUCTS

2.01 MANUFACTURERS - LUMINAIRES
D. Substitutions: See Section 01 60 00 - Product Requirements, except where individual luminaire types are designated with substitutions not permitted.

2.02 LUMINAIRES
A. Provide products that comply with requirements of NFPA 70.
B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
C. Provide products listed, classified, and labeled as suitable for the purpose intended.
D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

2.03 LUMINAIRES
A. Furnish products as indicated in Schedule included on the Drawings.

2.04 BALLASTS AND DRIVERS
A. Ballasts/Drivers - General Requirements:
   1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
   2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

2.05 LAMPS
A. Manufacturers:
   3. Substitutions: See Section 01 60 00 - Product Requirements.
B. Lamps - General Requirements:
   1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
   2. Verify compatibility of specified lamps with luminaires to be installed. Where lamps are not specified, provide lamps per luminaire manufacturer's recommendations.
   3. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.
   4. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are determined by the DEDC, LLC to be inconsistent in perceived color temperature.
C. Lamp Types: As specified for each fixture.
D. Fluorescent Lamps:

PART 3 EXECUTION
3.01 INSTALLATION
A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.
B. Install products in accordance with manufacturer's instructions.
C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
D. Provide required support and attachment in accordance with Section 26 05 29.
E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
F. Install fixtures securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting).
G. Install suspended luminaires using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
H. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement.
I. Install accessories furnished with each luminaire.
J. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within fixture; use flexible conduit.
K. Connect luminaires to branch circuit outlets provided under Section 26 05 37 using flexible conduit.

L. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.

M. Bond products and metal accessories to branch circuit equipment grounding conductor.

N. Install specified lamps in each luminaire.

O. Install lamps in each luminaire.

3.02 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each product for damage and defects.

C. Perform field inspection in accordance with Section 01 40 00.

D. Operate each luminaire after installation and connection to verify proper operation.

E. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by DEDC, LLC.

3.03 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by DEDC, LLC. Secure locking fittings in place.

B. Aim and adjust fixtures as directed.

3.04 CLEANING

A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer’s instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

B. Clean electrical parts to remove conductive and deleterious materials.

C. Remove dirt and debris from enclosures.

D. Clean finishes and touch up damage.

3.05 PROTECTION

A. Relamp luminaires that have failed lamps at Substantial Completion.

3.06 SCHEDULE - SEE DRAWINGS

END OF SECTION
Photo 1 – brick veneer & floor tile to be Removed – 1st floor

Photo 2 – Great Room, existing east wall – 1st floor

Photo 3 – area of existing Middle Room west wall to receive new opening – 1st floor

Figure 4 – south west corner of existing Middle Room – 1st floor
**Photo 5 – stairway from Parlor to 2nd floor – 1st floor**

**Photo 6 – north wall of Kitchen – 1st floor**

**Photo 7 – Parlor looking towards Kitchen – 1st floor**

**Photo 8 – closet on west wall of Parlor – 1st floor**
APPENDIX A - PHOTOGRAPHS

Photo 9 – underside of existing stairs
Showing lath to be removed – 1st floor

Photo 10 – typical exterior wall requiring shimming – 1st floor

Photo 11 – existing toilet room to be removed – 2nd floor

Photo 12 – existing drawers and closet to be removed in Office 202 – 2nd floor
Photo 13 – existing built in drawers and framing to be removed in Office 203 – 2nd floor

Photo 14 – existing hall closet to be removed – 2nd floor

Photo 15 – existing stairs down showing stringer and trim to be repaired – 2nd floor

Photo 16 – existing handrail to be extended for a guardrail and extend across far end where closet is to be removed – 2nd floor