

STATE OF DELAWARE  
OMB / DIVISION OF FACILITIES MANAGEMENT  
OMB / DFM PROJECT # MC3512000020

SPECIFICATIONS  
FOR

ELEVATOR MODERNIZATION

AT

THURMAN ADAMS STATE SERVICE CENTER

546 SOUTH BEDFORD STREET  
GEORGETOWN, DE 19947

FOR

DELAWARE HEALTH AND SOCIAL SERVICES

PREPARED  
BY

STUDIO JAED ARCHITECTS AND ENGINEERS  
2500 WRANGLE HILL ROAD  
BEAR, DE 19701  
STUDIO JAED PROJECT # 19067

ISSUED FOR BIDDING  
SEPTEMBER 23, 2020

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**SEALS PAGE**

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**END OF SECTION**

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## ADVERTISEMENT FOR BIDS

Sealed bids for **OMB/DFM Contract No. MC3512000020 – Elevator Modernization at Thurman Adams State Service Center** 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](mailto: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. MC3512000020 – STATE OF DELAWARE – ELEVATOR MODERNIZATION AT THURMAN ADAMS STATE SERVICE CENTER - SEALED BID - DO NOT OPEN.”**

Bids will be accepted until **10:45 AM on Tuesday, November 17, 2020**. Bids will be opened and read aloud at **11:30 AM on Tuesday, November 17, 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 **173 791 2801** and password **MikeJaUh483**. There will be no in-person meeting.

The project involves the following at the Thurman Adams State Service Center located in Georgetown, DE: the existing elevator, elevator machine room and hoist way are to be refurbished and receive upgrades and renovations as indicated in the documents.

A **MANDATORY** Pre-Bid Meeting will be held on **1:00 PM on Monday, October 26, 2020**. In compliance with the Governor’s State of Emergency, the pre-bid meeting will be held by electronics means. There will be no in-person meeting. The public may join the pre-bid meeting at Webex.com, meeting number **173 036 7307** and password **pBXQgqPm223** 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 may be obtained at Reprographics Center, Inc., 298 Churchman’s Road, New Castle, DE 19720, phone (302) 328-5019, upon receipt of \$100.00 per physical set or \$75.00 per electronic set, non-refundable. Checks are to be made payable to “Studio JAED”.

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.

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## INSTRUCTIONS TO BIDDERS

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5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ARTICLE 1: GENERAL**

**1.1 DEFINITIONS**

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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



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

## **ARTICLE 2: BIDDER'S REPRESENTATIONS**

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

2.3 JOINT VENTURE REQUIREMENTS

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

**ARTICLE 3: BIDDING DOCUMENTS**

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it

relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

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

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

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

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

### 3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

### 3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

- 3.4.3 No Addenda will be issued later than 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.
- 4.1.12 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 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 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.
- 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.

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

### ARTICLE 5: CONSIDERATION OF BIDS

#### 5.1 OPENING/REJECTION OF BIDS

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

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

## 5.2 COMPARISON OF BIDS

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

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

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

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

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

## 5.3 DISQUALIFICATION OF BIDDERS

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

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

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



- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a

forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

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

#### **ARTICLE 6: POST-BID INFORMATION**

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom 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**

NOT FOR BIDDING

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**BID FORM**

ELEVATOR MODERNIZATION  
THURMAN ADAMS STATE SERVICE CENTER  
546 SOUTH BEDFORD STREET, GEORGETOWN, DE 19947  
CONTRACT NO. MC3512000020

**For Bids Due:** \_\_\_\_\_ **To:** \_\_\_\_\_ OMB / Division of Facilities Management  
540 South DuPont Highway, Suite 1  
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**

There are no alternates.

**UNIT PRICES**

There are no unit prices.

**ALLOWANCES**

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

ALLOWANCE NO. 1: To be included in contractor's base bid price – for general contingencies and repairs; the remaining balance of which is to be returned to owner by credit change order at project conclusion (\$10,000).

**BID FORM**

ELEVATOR MODERNIZATION  
THURMAN ADAMS STATE SERVICE CENTER  
546 SOUTH BEDFORD STREET, GEORGETOWN, DE 19947  
CONTRACT NO. MC3512000020

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

**BID FORM**

ELEVATOR MODERNIZATION  
THURMAN ADAMS STATE SERVICE CENTER  
546 SOUTH BEDFORD STREET, GEORGETOWN, DE 19947  
CONTRACT NO. MC3512000020

**SUBCONTRACTOR LIST**

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

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

3.

A.

B.

C.

4.

A.

B.

C.

5.

A.

B.

C.



**BID FORM**

ELEVATOR MODERNIZATION  
THURMAN ADAMS STATE SERVICE CENTER  
546 SOUTH BEDFORD STREET, GEORGETOWN, DE 19947  
CONTRACT NO. MC3512000020

**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 MC3512000020 have been thoroughly examined and are understood.

**NAME OF BIDDER:**

**AUTHORIZED REPRESENTATIVE  
(TYPED):**

**AUTHORIZED REPRESENTATIVE  
(SIGNATURE):**

**TITLE:**

**ADDRESS OF BIDDER:**

**E-MAIL:**

**PHONE NUMBER:**

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

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

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

**BID FORM**

ELEVATOR MODERNIZATION  
THURMAN ADAMS STATE SERVICE CENTER  
546 SOUTH BEDFORD STREET, GEORGETOWN, DE 19947  
CONTRACT NO. MC3512000020

**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 \_\_\_\_\_.

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

**BID FORM**

ELEVATOR MODERNIZATION  
THURMAN ADAMS STATE SERVICE CENTER  
546 SOUTH BEDFORD STREET, GEORGETOWN, DE 19947  
CONTRACT NO. MC3512000020

**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.**

**END OF BID FORM**

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STATE OF DELAWARE - OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
of amount of bid on Contract No. OMB MC3512000020, to be paid to the **State** for the use and benefit of  
**OMB / Division of Facilities Management** 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 **OMB / Division of Facilities Management** 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 **OMB / Division of Facilities Management** this Contract to be  
entered into within twenty days after the date of official notice of the award thereof in accordance with the  
terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE  
Presence of

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

Corporate  
Seal

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

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

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
Title

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**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.

NOT FOR BIDDING

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# **AIA**® Document A101™ – 2017

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

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

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

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

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

Sample Project

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

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

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

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

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

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Zero Dollars and Zero Cents (\$ 0.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

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

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

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

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

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

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

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

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

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

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

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

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

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

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

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

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

## § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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



## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

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

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Init.

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages
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[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

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

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

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

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

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

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

Init.

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# **AIA® Document A101™ – 2017 Exhibit A**

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the    day of    in the year  
(In words, indicate day, month and year.)

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

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

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

### **TABLE OF ARTICLES**

- A.1      GENERAL**
- A.2      OWNER'S INSURANCE**
- A.3      CONTRACTOR'S INSURANCE AND BONDS**
- A.4      SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE A.1   GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### **ARTICLE A.2   OWNER'S INSURANCE**

##### **§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### **§ A.2.2 Liability Insurance**

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

#### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

Init.

### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

### § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

Init.

including costs of investigating a potential or actual breach of confidential or private information.  
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

**Coverage**

**Limits**

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

Init.

**§ A.3.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- ☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- ☐ § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

Init.

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

NOT FOR BIDDING

Init.

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

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

**ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

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

**ARTICLE 5: PAYMENTS**

5.1 PROGRESS PAYMENTS

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

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

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

**ARTICLE 6: DISPUTE RESOLUTION**

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 7: TERMINATION or SUSPENSION**

7.1.1 Delete paragraph 7.1.1 in its entirety.

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

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

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

**END OF SECTION**

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

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

**ARTICLE A.2 OWNER'S INSURANCE**

**A.2.1 General**

Delete paragraph A.2.1 in its entirety.

**A.2.2 Liability Insurance**

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

**A.2.3 Required Property Insurance**

Delete paragraph A.2.3 in its entirety.

**A.2.4 Optional Extended Property Insurance**

Delete paragraph A.2.4 in its entirety.

**A.2.5 Other Optional Insurance**

Delete paragraph A.2.5 in its entirety.

**ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS**

**A.3.1.3 Additional Insured Obligations**

In the first sentence after "coverage to include (1)" delete "(1) the Owner,".

Strike the remainder of the first sentence beginning at the semicolon "; and (2) the Owner" through the end of the sentence.

Delete the second sentence in its entirety.

**A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety and replace with the following:**

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

**END OF SECTION**

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**PERFORMANCE BOND**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

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

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. OMB MC3512000020 dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

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

PRINCIPAL

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

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

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

(Corporate Seal)

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

Name:

Title:

SURETY

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

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

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

(Corporate Seal)

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

Name:

Title:

**PAYMENT BOND**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

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

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. OMB MC3512000020 dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

PRINCIPAL

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

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

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

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

SURETY

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

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

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

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:



## **APPLICATION AND CERTIFICATE FOR PAYMENT FORMS**

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

NOT FOR BIDDING

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**Application and Certificate for Payment**

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

**FROM CONTRACTOR:** VIA ARCHITECT:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM.....\$ 0.00  
2. Net change by Change Orders .....\$ 0.00  
3. CONTRACT SUM TO DATE (Line 1 ± 2).....\$ 0.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....\$ 0.00  
5. RETAINAGE:  
a. 0 % of Completed Work (Column D + E on G703) \$ 0.00  
b. 0 % of Stored Material (Column F on G703) \$ 0.00  
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....\$ 0.00  
6. TOTAL EARNED LESS RETAINAGE .....\$ 0.00  
(Line 4 Less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....\$ 0.00  
(Line 6 from prior Certificate)  
8. CURRENT PAYMENT DUE .....\$ 0.00  
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

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

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<sup>®</sup> Document G703<sup>™</sup> – 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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

**ALLOWANCE AUTHORIZATION FORM**

**Project:** Elevator Modernization at Thurman Adams State Service Center

**Architect:** StudioJAED Architects & Engineers

**Project No.** MC3512000020

**Contractor:**

**AAA No.:**

**Initiation Date:**

**The Allowance is allocated as follows:**

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

Total original Contract Allowance was: \$10,000.00

Amount of Contract Allowance Access previously authorized: \$

Adjusted Contract Allowance prior to this authorization is: \$

The amount of available Allowance will Decrease by this Access Authorization: \$

The remaining Contract Allowance, after this Access Authorization will be: \$

**Recommended by:  
Architect**

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

**Accepted by:  
Contractor**

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

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

**Approved by:  
Owner**

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

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

**END OF SECTION**

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**GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION A201-2017**

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.

NOT FOR BIDDING

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# AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

Sample

**THE OWNER:**

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

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### ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

### § 1.2 Correlation and Intent of the Contract Documents

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

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

### **§ 1.8 Building Information Models Use and Reliance**

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

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

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

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

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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



**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

### § 3.10 Contractor's Construction and Submittal Schedules

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

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

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

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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 excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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



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

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

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

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

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

**§ 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 properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

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

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

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

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

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

### § 9.9 Partial Occupancy or Use

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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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



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

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

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

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

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

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

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

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials and Substances**

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

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

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

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

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

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

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

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

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

## **§ 11.3 Waivers of Subrogation**

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

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

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

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

#### **§11.5 Adjustment and Settlement of Insured Loss**

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

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

##### **§ 12.2.2 After Substantial Completion**

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



that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Rights and Remedies**

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

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

## § 13.4 Tests and Inspections

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

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

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

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

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

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

## § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

## **§ 14.2 Termination by the Owner for Cause**

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

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

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

## **§ 14.3 Suspension by the Owner for Convenience**

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

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

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

## **§ 14.4 Termination by the Owner for Convenience**

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

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

- .1 cease operations as directed by the Owner in the notice;

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

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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

#### **§ 15.1.2 Time Limits on Claims**

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

#### **§ 15.1.3 Notice of Claims**

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

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

#### **§ 15.1.4 Continuing Contract Performance**

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

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

#### **§ 15.1.5 Claims for Additional Cost**

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

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.



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

**§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

**§ 15.2 Initial Decision**

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

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## SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### TABLE OF ARTICLES

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

## ARTICLE 1: GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Section:

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

#### 1.1.8 INITIAL DECISION MAKER

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

"and certify termination of the Agreement under Section 14.2.2."

### 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

#### 1.2.1.1 Insert "if possible" at the end of the second sentence.

Add the following Sections:

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

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

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

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

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

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

Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

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

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

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

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

**ARTICLE 2: OWNER**

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

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

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

Strike Section 2.3.6 in its entirety and replace with the following:

"2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling."

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

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

**ARTICLE 3: CONTRACTOR**

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

3.2.4 Strike "subject to Section 15.1.7" in the second sentence.

3.2.4 Strike the third sentence.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

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

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

### 3.4 LABOR AND MATERIALS

Add the Following Sections:

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

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

### 3.5 WARRANTY

Add the following Sections:

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

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

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

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

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

### 3.8 ALLOWANCES

Add the following Section:

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

### 3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

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

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

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

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

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

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

- 3.12.10.2 Strike "to" between "professional" and certify" and replace with "shall".
- 3.17 Insert "indemnify and" between "shall" and "hold" in the second sentence.

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### **4.2 ADMINISTRATION OF THE CONTRACT**

##### **4.2.7 Strike the first sentence and replace with the following:**

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

##### **4.2.7 Strike the second sentence and replace with the following:**

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

Add the following Section:

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

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

#### **ARTICLE 5: SUBCONTRACTORS**

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

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

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

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

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

Add the following Section:

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

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

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

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

6.1.4 Strike Section 6.1.4 in its entirety.

### **6.2 MUTUAL RESPONSIBILITY**

6.2.3 Strike “shall” and replace with “may” in the second sentence.

## **ARTICLE 7: CHANGES IN THE WORK**

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

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

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

### **7.4 MINOR CHANGES IN WORK**

Add “unless such changes are approved” at the end of the third sentence.

## **ARTICLE 8: TIME**

### **8.2 PROGRESS AND COMPLETION**

8.2.1 Add the following Section:

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

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

8.2.4 Add the following Section:

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Section:

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

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

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

Add the following Section:

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

**ARTICLE 9: PAYMENTS AND COMPLETION**

9.2 SCHEDULE OF VALUES

Add the following Sections:

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

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

9.3 APPLICATIONS FOR PAYMENT

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

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

Add the following Sections:

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



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

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

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

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

## 9.6 PROGRESS PAYMENTS

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

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

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

## 9.7 FAILURE OF PAYMENT

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

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

## 9.8 SUBSTANTIAL COMPLETION

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

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

### 9.8.5 Strike "shall" and insert "may" in the second sentence.

### 9.8.5 Insert "1/2 of the" after "make payment of" in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

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

9.10.2 "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."  
Strike "to remain in force after final payment is currently in effect" after "required by the Contract Documents" and replace with "shall remain in force until final payment is completed" in the first sentence.

9.10.4.4 Strike "if permitted by the Contract Documents,"

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

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

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

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

10.3.6 Strike Section 10.3.6 in its entirety.

**ARTICLE 11: INSURANCE AND BONDS**

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner" from the third sentence.

11.2 OWNER'S LIABILITY INSURANCE

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

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

Delete Section 11.4 in its entirety

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

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

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

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replaced with "two years".

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

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

13.5 INTEREST

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

Insert the following Section:

**"13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS**

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

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

**14.1 TERMINATION BY THE CONTRACTOR**

14.1.1.4 Insert ", upon the Contractors' request," after ""furnish to the Contractor".

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

**14.3 SUSPENSION BY OWNER FOR CONVENIENCE**

14.3.2 Strike "Adjustment of the Contract Sum shall include profit".

**14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

**ARTICLE 15: CLAIMS AND DISPUTES**

**15.1 CLAIMS**

**15.1.2 TIME LIMITS ON CLAIMS**

Strike the last sentence.

**15.1.3 NOTICE OF CLAIM**

Strike all references to "21" and replace with "45".

**15.1.5 CLAIMS FOR ADDITIONAL COSTS**

Strike the first sentence and replace with the following:

"Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner."

**15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES**

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

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

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

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

15.2.6 Strike Section 15.2.6 and its sub-Sections in their entirety.

15.3 MEDIATION

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

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

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

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

**END OF SECTION**

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### **WAGE RATE DETERMINATION SCHEDULE**

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

NOT FOR BIDDING

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STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 761-8200

Mailing Address:  
4425 North Market Street  
3rd Floor  
Wilmington, DE 19802

Located at:  
4425 North Market Street  
3rd Floor  
Wilmington, DE 19802

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 13, 2020

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	24.35	29.99	43.65
BOILERMAKERS	72.91	36.99	54.38
BRICKLAYERS	57.94	57.94	57.94
CARPENTERS	56.46	56.46	44.83
CEMENT FINISHERS	76.91	53.57	23.61
ELECTRICAL LINE WORKERS	48.43	41.53	31.66
ELECTRICIANS	72.49	72.49	72.49
ELEVATOR CONSTRUCTORS	99.43	68.69	34.03
GLAZIERS	77.25	77.25	60.35
INSULATORS	59.68	59.68	59.68
IRON WORKERS	67.70	67.70	67.70
LABORERS	49.20	49.20	49.20
MILLWRIGHTS	76.83	76.83	61.93
PAINTERS	53.71	53.71	53.71
PILEDRIERS	79.62	41.92	33.90
PLASTERERS	31.79	31.79	23.56
PLUMBERS/PIPEFITTERS/STEAMFITTERS	72.05	56.29	62.21
POWER EQUIPMENT OPERATORS	73.29	73.29	73.29
ROOFERS-COMPOSITION	25.58	25.24	23.05
ROOFERS-SHINGLE/SLATE/TILE	19.59	23.29	18.32
SHEET METAL WORKERS	75.03	75.03	75.03
SOFT FLOOR LAYERS	54.59	54.59	54.59
SPRINKLER FITTERS	61.83	61.83	61.83
TERRAZZO/MARBLE/TILE FNRS	66.75	66.75	66.75
TERRAZZO/MARBLE/TILE STRS	74.02	74.02	74.02
TRUCK DRIVERS	32.77	29.22	22.75

CERTIFIED: 05/12/2020

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

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

PROJECT: MC3512000020 19067 Adams State Service Center - Elevator Modernization,  
Sussex County

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## GENERAL REQUIREMENTS

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**ARTICLE 1: GENERAL**

**1.1 CONTRACT DOCUMENTS**

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

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

**1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

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

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

**ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**ARTICLE 3: CONTRACTOR**

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

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

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

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



- 3.13 During the contract Work, the Contractor and each 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 material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so 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 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 subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

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

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

#### 8.4 SUSPENSION AND DEBARMENT

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

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

#### 8.5 RETAINAGE

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

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

### ARTICLE 9: PAYMENTS AND COMPLETION

#### 9.1 APPLICATION FOR PAYMENT

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

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

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

## 9.2 PARTIAL PAYMENTS

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

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

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

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

## 9.3 SUBSTANTIAL COMPLETION

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

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

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

## 9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

#### **ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

#### **ARTICLE 11: INSURANCE AND BONDS**

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, 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:
- |                 |   |   |
|-----------------|---|---|
| Bodily Injury   | \$500,000<br>\$1,000,000<br>\$1,000,000 | for each person<br>for each occurrence<br>aggregate |
| Property Damage | \$500,000<br>\$1,000,000                | for each occurrence<br>aggregate                    |
- 11.7.2 Contractor's Protective Liability Insurance
- Minimum coverage to be:
- |                 |   |   |
|-----------------|---|---|
| Bodily Injury   | \$500,000<br>\$1,000,000<br>\$1,000,000 | for each person<br>for each occurrence<br>aggregate |
| Property Damage | \$500,000<br>\$500,000                  | for each occurrence<br>aggregate                    |

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

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

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

## **ARTICLE 13: MISCELLANEOUS PROVISIONS**

### **13.1 CUTTING AND PATCHING**

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

### **13.2 DIMENSIONS**

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

### **13.3 LABORATORY TESTS**

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

### **13.4 ARCHAEOLOGICAL EVIDENCE**

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

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## DRUG TESTING FORMS

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

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**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).

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

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

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

**This form shall be sent by mail to the Owner within 24 hours of receipt of test results.**

**Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.**

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ELEVATOR MODERNIZATION  
THURMAN ADAMS STATE SERVICE CENTER  
546 SOUTH BEDFORD STREET, GEORGETOWN, DE 19947  
CONTRACT NO. MC5511000029

**AFFIDAVIT OF  
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training 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%20Occupation%20List%20for%2029Del6962%20Compliance.pdf)

If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: [apprenticeship@delaware.gov](mailto:apprenticeship@delaware.gov). 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

**Or**

☐ **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.**

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## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.01 PROJECT

- A. Project Name: Elevator Modernization at Thurman Adams State Service Center.
- B. Owner's Name: State of Delaware OMB / Division of Facilities Management.
- C. Agency's Name: State of Delaware Health and Social Services
- D. The existing elevator, elevator machine room and hoistway are to be refurbished and receive upgrades and renovations.

##### 1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Section 052 13.

##### 1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is shown on drawings and described in specifications.
- C. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- D. HVAC: Alter existing system and add new construction, keeping existing in operation.
- E. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- F. Fire Suppression Sprinklers: Alter existing system and add new construction, keeping existing in operation.
- G. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.

##### 1.04 OWNER OCCUPANCY

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

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

- A. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
- B. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 3. All shutdowns of critical building system, including but not limited to fire alarm, sprinklers, electrical, HVAC, water, etc. shall be performed during evening or weekend hours at owner's option and work is to proceed continuously around-the-clock until the critical building system is restored.
  - 4. Prevent accidental disruption of utility services to other facilities.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

NOT FOR BIDDING

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 SCHEDULE OF VALUES**

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

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

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

**1.04 MODIFICATION PROCEDURES**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 21 00  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Contingency allowance.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.
- B. Section 00 63 73 - Allowance Authorization Form.

**1.03 CONTINGENCY ALLOWANCE**

- A. Funds will be drawn from the Contingency Allowance only by fully executed Allowance Authorization Form.
- B. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

**1.04 ALLOWANCES SCHEDULE**

- A. Owner's Contingency Allowance: The following allowance is set aside for unpredicted scope on the project and is not intended to be used for any portion of work indicated in the documents. This allowance shall be included in the Contractor's base bid. Unused portion of this allowance shall be returned to the Owner at the completion of the Project.
  - 1. Allowance No. 1: \$10,000

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

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

**3.02 SITE MOBILIZATION MEETING**

- A. Owner will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's Superintendent.
  - 5. Contractor's Project Manager.
  - 6. Major Subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements and occupancy prior to completion.

3. Construction facilities and controls provided by Contractor and Owner.
  4. Security and housekeeping procedures.
  5. Schedules.
  6. Application for payment procedures.
  7. Procedures for maintaining record documents.
  8. Requirements for start-up of equipment.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

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

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

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

### **3.05 REQUESTS FOR INTERPRETATION (RFI)**

- A. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  2. Owner's, Architect's, and Contractor's names.
  3. Discrete and consecutive RFI number, and descriptive subject/title.
  4. Issue date, and requested reply date.

5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- B. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- C. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.

### **3.06 SUBMITTAL SCHEDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
  2. Coordinate with Contractor's construction schedule and schedule of values.

### **3.07 SUBMITTALS FOR REVIEW**

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

### **3.08 SUBMITTALS FOR INFORMATION**

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

### **3.09 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.

2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

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

### **3.10 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; and electronically marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 01 78 00.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.11 SUBMITTAL PROCEDURES**

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

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**PART 3 EXECUTION**

**2.01 CONTROL OF INSTALLATION**

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

**2.02 TOLERANCES**

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

**2.03 TESTING AND INSPECTION**

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

**2.04 MANUFACTURERS' FIELD SERVICES**

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

**2.05 DEFECT ASSESSMENT**

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

**END OF SECTION**

NOT FOR BIDDING

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

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 TEMPORARY SANITARY FACILITIES**

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

**1.03 BARRIERS**

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

**1.04 INTERIOR ENCLOSURES**

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

**1.05 SECURITY**

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

**1.06 VEHICULAR ACCESS AND PARKING**

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

**1.07 WASTE REMOVAL**

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

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

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

NOT FOR BIDDING

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 SUBMITTALS**

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

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
  - 3. Have a published GreenScreen Chemical Hazard Analysis.

**2.02 PRODUCT OPTIONS**

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

**2.03 MAINTENANCE MATERIALS**

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

**PART 3 EXECUTION**

**3.01 SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

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

### **3.02 TRANSPORTATION AND HANDLING**

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

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

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**SECTION 01 61 16**

**VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

**1.02 DEFINITIONS**

- A. Interior of Building: Anywhere inside the exterior weather barrier.

**1.03 SUBMITTALS**

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

**PART 2 PRODUCTS**

**2.01 MATERIALS**

**PART 3 EXECUTION**

**3.01 FIELD QUALITY CONTROL**

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 07 84 00 - Firestopping.

**1.03 SUBMITTALS**

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

**1.04 PROJECT CONDITIONS**

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

**1.05 COORDINATION**

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

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

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

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

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 GENERAL INSTALLATION REQUIREMENTS**

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

## **EXECUTION AND CLOSEOUT REQUIREMENTS**

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### 3.03 ALTERATIONS

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

- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

#### **3.04 CUTTING AND PATCHING**

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

#### **3.05 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

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- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.06 PROTECTION OF INSTALLED WORK**

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

### **3.07 SYSTEM STARTUP**

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

### **3.08 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

### **3.09 ADJUSTING**

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

### **3.10 FINAL CLEANING**

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

### **3.11 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.

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

### **3.12 MAINTENANCE**

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

**END OF SECTION**

## **SECTION 01 74 19**

### **CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

#### **PART 1 GENERAL**

##### **1.01 WASTE MANAGEMENT REQUIREMENTS**

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

##### **1.02 RELATED REQUIREMENTS**

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

##### **1.03 DEFINITIONS**

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

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

#### 1.04 SUBMITTALS

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



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

## **PART 2 PRODUCTS**

### **2.01 PRODUCT SUBSTITUTIONS**

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

## **PART 3 EXECUTION**

### **3.01 WASTE MANAGEMENT PROCEDURES**

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

### **3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

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

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

**END OF SECTION**

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

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

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

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- D. Project Record Submittals to be Submitted Prior with Final Payment Application:
  - 1. Form G704 Substantial Completion
  - 2. Form G706 Affidavit of Payment of Debts and Claims
  - 3. Form 706A Release of Liens by Contractor and Subcontractors
  - 4. Form 707 Consent to Surety of Final Payment
  - 5. All Project Meeting Minutes
  - 6. All Project General Correspondence
  - 7. Certificate of Occupancy
  - 8. Environmental Certificates
  - 9. Warranties, Including Letter of Guarantee and Warranty Information
  - 10. Operation and Maintenance Manuals
  - 11. Hard Copy of As-Built Drawings
  - 12. Two DVDs with All Project Record Submittals (Gold-Foil, Archival Grade DVDs)

13. Occupancy Permits
14. Testing and Balancing Reports
15. Field Reports
16. Inspection Reports
17. Pest Control Inspection Report and Warranty
18. Record Shop Drawings and Submittals
19. Affidavit of Discharge of State Tax Liability
20. Copy of Completed Punch List with Letter From Contractor Stating All Items Have Been Completed

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  1. Drawings.
  2. Addenda.
  3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings : Legibly mark each item to record actual construction including:
  1. Field changes of dimension and detail.
  2. Details not on original Contract drawings.

**3.02 OPERATION AND MAINTENANCE DATA**

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

**3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  1. Description of unit or system, and component parts.
  2. Identify function, normal operating characteristics, and limiting conditions.
  3. Include performance curves, with engineering data and tests.
  4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

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

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

### **3.05 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION**

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**SECTION 02 41 00**  
**DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alterations purposes.
- B. Legal disposal of demolished items.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.

**1.03 REFERENCE STANDARDS**

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

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

**1.05 QUALITY ASSURANCE**

- A. Demolition Firm: Company specializing in the type of work required.
  - 1. Minimum of 3 years of documented experience.

**1.06 PROJECT CONDITIONS**

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

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Not used.

**PART 3 EXECUTION**

**3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 4. Provide, erect, and maintain temporary barriers and security devices.
  - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.

7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
  1. Provide bracing and shoring.
  2. Prevent movement or settlement of adjacent structures.
  3. Stop work immediately if adjacent structures appear to be in danger.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- F. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.
  1. Comply with requirements of Section 01 74 19 - Waste Management.
  2. Dismantle existing construction and separate materials.
  3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

### **3.02 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without permission from StudioJAED.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without permission from StudioJAED.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. No unused underground piping may be abandoned in place.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### **3.03 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as shown.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of demolition work constitutes acceptance of existing conditions.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  1. Provide, erect, and maintain temporary dustproof partitions of construction.
- C. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
2. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  3. Verify that abandoned services serve only abandoned facilities before removal.
  4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
  1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.

#### **3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; .
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

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**SECTION 05 50 00**  
**METAL FABRICATIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Shop fabricated steel items:
  - 1. Ladder
  - 2. Structural supports for miscellaneous attachments
- B. Structural supports for miscellaneous attachments
- C. Ledge angles; shelf angles; channels; and plates

**1.02 RELATED REQUIREMENTS**

- A. Section 03 30 00 - Cast-in-Place Concrete: Placement of metal fabrications in concrete.
- B. Section 09 90 00 - Paints and Coatings: Paint finish.

**1.03 REFERENCE STANDARDS**

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum.
- B. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- C. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
- D. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements.
- E. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
- F. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- G. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- H. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- I. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates.
- J. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
- K. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
- L. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- M. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- N. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
- O. AWS D1.1/D1.1M - Structural Welding Code - Steel.
- P. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer.
- Q. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic").
- R. SSPC-SP 2 - Hand Tool Cleaning.

**1.04 SUBMITTALS**

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

- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS - STEEL**

- A. Steel Sections: ASTM A36/A36M; or ASTM A 572 / A 572M Grade 50.
- B. Plates: ASTM A283; or A 36.
- C. Pipe: ASTM A53/A53M, Grade B Schedule 40, black and hot-dip galvanized finish, as indicated. All exterior fabrications to be hot-dip galvanized.
- D. Bolts, Nuts, and Washers: ASTM A325 (ASTM A325M), Type 1, galvanized to ASTM A153/A153M where connecting galvanized components.
- E. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- F. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

### **2.02 FABRICATION**

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by intermittent welds and plastic filler at interior; or continuous welds at exterior.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

### **2.03 FABRICATED ITEMS**

- A. Ladders: Steel; in compliance with ANSI A14.3; with mounting brackets and attachments; galvanized finish.
  - 1. Side Rails: 3/8 x 2 inches members spaced at 20 inches.
  - 2. Rungs: one inch diameter solid round bar spaced 12 inches on center.
  - 3. Space rungs 7 inches from wall surface.
  - 4. 3/16" plate cover over ladder.
- B. Ledge Angles, Shelf Angles, Channels, and Plates not attached to Structural Framing: For support of metal decking, joists, and masonry; prime paint or galvanized finish. Galvanized at all exterior locations.
- C. Loose Lintels: As detailed; prime paint; or de-scaled mill finish.
- D. Structural supports for miscellaneous attachments: As detailed; prime paint; finish.
- E. Loose base plates and anchors for structural steel and steel joists: As detailed; prime paint.

## **2.04 FINISHES - STEEL**

- A. Prime paint all steel items.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: Two coats.

## **2.05 FABRICATION TOLERANCES**

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

### **3.02 PREPARATION**

- A. Clean and strip primed steel items to bare metal and aluminum, where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

### **3.03 INSTALLATION**

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on drawings and on shop drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized.

### **3.04 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 05 50 00 - Metal Fabrications: Miscellaneous steel connectors, support angles, and shapes for wood blocking.

**1.03 REFERENCE STANDARDS**

- A. AFPA (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- D. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board.
- E. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- F. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
- G. ASTM D2898 - Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. AWPA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood Protection Association.
- J. AWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood Protection Association.
- K. AWPA C20 - Structural Lumber -- Fire Retardant Treatment by Pressure Processes; American Wood-Protection Association.
- L. AWPA C27 - Plywood -- Fire-Retardant Treatment by Pressure Processes; American Wood-Protection Association.
- M. AWPA U1 - Use Category System: User Specification for Treated Wood.
- N. ICC-ES AC308 - Acceptance Criteria for Water-Resistive Barriers; ICC Evaluation Service, Inc.
- O. PS 1 - Structural Plywood.
- P. PS 20 - American Softwood Lumber Standard.
- Q. SPIB (GR) - Grading Rules.
- R. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17.
- S. WWPB G-5 - Western Lumber Grading Rules.

#### **1.04 SUBMITTALS**

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

#### **1.05 QUALITY ASSURANCE**

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

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

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

### **PART 2 PRODUCTS**

#### **2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.
- C. Provide sustainably harvested wood.
- D. Provide wood harvested within a 500 mile radius of the project site; see Section 01 60 00 for requirements for locally-sourced products.

#### **2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

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

1. Lumber: S4S, No. 1 or Construction Grade.
2. Boards: Standard.

### 2.03 CONSTRUCTION PANELS

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

### 2.04 ACCESSORIES

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

### 2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
  2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWPA standards.
- B. Fire Retardant Treatment:
  1. Manufacturers:
    - a. Arch Wood Protection, Inc: [www.wolmanizedwood.com/#sle](http://www.wolmanizedwood.com/#sle).
    - b. Hoover Treated Wood Products, Inc: [www.frtw.com/#sle](http://www.frtw.com/#sle).
    - c. Osmose, Inc: [www.osmose.com/#sle](http://www.osmose.com/#sle).
    - d. Substitutions: Not permitted.
  2. Exterior Type: AWWPA U1, Category UCFB, Commodity Specification H, chemically treated and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
    - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
    - b. Do not use treated wood in direct contact with the ground.
  3. Interior Type A: AWWPA U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
    - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.

- b. Treat rough carpentry items as scheduled; or as indicated.
  - c. Do not use treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
  - 1. Manufacturers:
    - a. Arch Wood Protection, Inc.: [www.wolmanizedwood.com](http://www.wolmanizedwood.com).
    - b. Viance, LLC: [www.treatedwood.com](http://www.treatedwood.com).
    - c. Osmose, Inc: [www.osmose.com](http://www.osmose.com).
    - d. Substitutions: Not permitted.
- D. Preservative Pressure Treatment of Lumber Above Grade: AWP A U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
  - 1. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
  - 2. Treat lumber in contact with roofing, flashing, or waterproofing.
  - 3. Treat lumber in contact with masonry or concrete.
  - 4. Treat lumber less than 18 inches above grade.
    - a. Treat lumber in other locations as indicated.
  - 5. Preservative Pressure Treatment of Plywood Above Grade: AWP A U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
    - a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
    - b. Treat plywood in contact with masonry or concrete.
    - c. Treat plywood in other locations as indicated.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION - GENERAL**

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

### **3.02 FRAMING INSTALLATION**

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

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

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

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

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

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

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

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

- A. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
  - 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
  - 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
  - 3. Install adjacent boards without gaps.

### **3.07 TOLERANCES**

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

### **3.08 CLEANING**

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

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.
- C. Section 09 21 16 - Gypsum Board Assemblies: Gypsum wallboard fireproofing.

**1.03 REFERENCE STANDARDS**

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- B. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
- C. ITS (DIR) - Directory of Listed Products.
- D. FM 4991 - Approval Standard for Firestop Contractors.
- E. FM P7825 - Approval Guide; Factory Mutual Research Corporation.
- F. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168.
- G. UL (FRD) - Fire Resistance Directory.

**1.04 SUBMITTALS**

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

**1.05 QUALITY ASSURANCE**

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

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

#### **1.06 MOCK-UP**

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

#### **1.07 FIELD CONDITIONS**

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

### **PART 2 PRODUCTS**

#### **2.01 FIRESTOPPING - GENERAL REQUIREMENTS**

- A. Firestopping Materials with Volatile Content: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

#### **2.02 FIRESTOPPING SYSTEMS**

- A. Firestopping: Any material meeting requirements. Foam, caulk, putty or manufactured device.
  1. Fire Ratings: Use any system listed by UL, FM, or ITS (Warnock Hersey) or that has F Rating equal to fire rating of penetrated assembly and minimum T Rating of 0 and that meets all other specified requirements.
  2. Fire Ratings: See Drawings for required systems and ratings.
- B. Firestopping at Uninsulated Metallic Pipe and Conduit Penetrations, of diameter 4 inches or less: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- C. Firestopping at Cable Tray Penetrations: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- D. Firestopping at Cable Penetrations, not in Conduit or Cable Tray: Any material meeting requirements. Foam, caulk, putty or manufactured device.
  1. Firewalls: UL Design No. AJ-3154, F Rating 2 hour. = Design Basis.



### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

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

#### **3.02 PREPARATION**

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

#### **3.03 INSTALLATION**

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

#### **3.04 PROTECTION**

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

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 07 25 00 - Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders:
- C. Section 07 62 00: Sealants required in conjunction with flashing.
- D. Section 08 80 00 - Glazing: Glazing sealants and accessories.

**1.03 REFERENCE STANDARDS**

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

**1.04 ADMINISTRATIVE REQUIREMENTS**

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

**1.05 SUBMITTALS**

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

**1.06 QUALITY ASSURANCE**

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

**1.07 FIELD CONDITIONS**

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

**1.08 COORDINATION**

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

**1.09 WARRANTY**

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

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

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

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

### **2.02 SEALANTS**

- A. Sealants and Primers - General: Provide products having volatile organic compound (VOC) content as specified in Section 01 61 16.
- B. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Applications: Use for:
    - a. Joints between concrete and other materials.
    - b. Joints between metal frames and other materials.
    - c. Other exterior joints for which no other sealant is indicated.
- C. Type 2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, Type OP, Grade NF single component, paintable.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Product: AC-20 + Silicone manufactured by Pecora.
  - 3. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- D. Type 3 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.

## **2.03 ACCESSORIES**

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

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

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

### **3.03 INSTALLATION**

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

### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

### **3.05 PROTECTION**

- A. Protect sealants until cured.

**END OF SECTION**

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**SECTION 08 11 13**  
**HOLLOW METAL DOORS AND FRAMES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fire-rated steel doors and frames.

**1.02 REFERENCE STANDARDS**

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council.
- B. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100).
- C. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- E. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames.
- F. DHI A115 Series - Specifications for Steel Doors and Frame Preparation for Hardware; Door and Hardware Institute (ANSI/DHI A115 Series).
- G. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames.
- H. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.
- B. Maintain at the project site a copy of all reference standards dealing with installation.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Steel Door Frames:
  - 1. Assa Abloy Ceko, Curries, or Fleming: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  - 2. Ceko Door Products: [www.cecodoor.com](http://www.cecodoor.com).
  - 3. Steelcraft: [www.steelcraft.com](http://www.steelcraft.com).

4. Phillip Manufacturing Company
5. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.02 DOORS AND FRAMES**

- A. Requirements for All Door Frames:
  1. Accessibility: Comply with ANSI/ICC A117.1.
  2. Finish: Factory primed, for field finishing.

## **2.03 STEEL FRAMES**

- A. General:
  1. Comply with the requirements of grade specified for corresponding door.
    - a. Frames for Wood Doors: Comply with frame requirements specified in ANSI A250.8 for Level 2
  2. Finish: Factory primed, for field finishing.
- B. Door Frames, Fire-Rated: Full profile/continuously welded type.
  1. Fire Rating: Same as door, labeled.
  2. Frame Metal Thickness: 18 gage, 0.042 inch, minimum.
  3. Finish: Factory primed, for field finishing.

## **2.04 ACCESSORY MATERIALS**

- A. Astragals for Double Doors: Specified in Section 08 71 00.
  1. Fire-Rated Doors: Steel, shape as required for fire rating.
- B. Silencers: Resilient rubber or vinyl, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- C. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

## **2.05 FINISH MATERIALS**

- A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard, baked on.
- B. Factory Finish: Complying with ANSI/SDI A250.3, manufacturer's standard coating.

# **PART 3 EXECUTION**

## **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

## **3.02 INSTALLATION**

- A. Coordinate frame anchor placement with wall construction.
- B. Coordinate installation of hardware.
- C. Touch up damaged factory finishes.

## **3.03 TOLERANCES**

- A. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

## **3.04 ADJUSTING**

- A. Adjust for smooth and balanced door movement.

**END OF SECTION**



**SECTION 08 14 16**  
**FLUSH WOOD DOORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wood doors; flush configuration; fire rated.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 33 13 - LEED Submittals: Including Materials Reporting Form, VOC Reporting Form
- B. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- C. Section 01 78 39 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- D. Section 01 81 13 LEED & Sustainable Design Requirements
- E. Section 01 81 19 Construction IAQ Mgmt
- F. Section 08 11 13 - Hollow Metal Doors and Frames.
- G. Section 08 71 00 - Door Hardware.
- H. Section 08 80 00 - Glazing.

**1.03 REFERENCE STANDARDS**

- A. ANSI A135.4 - American National Standard for Basic Hardboard.
- B. ICC (IBC) - International Building Code; 2003.
- C. UBC Std 7-2, Part II - Test Standard for Smoke- and Draft-control Assemblies; International Conference of Building Officials; 1997.
- D. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.
- E. WDMA I.S. 1A - Interior Architectural Wood Flush Doors.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory machining criteria, factory finishing criteria, identify cutouts for glazing.
- D. Manufacturer's Installation Instructions: Indicate special installation instructions.
- E. Warranty, executed in Owner's name.

**1.05 QUALITY ASSURANCE**

- A. Maintain one copy of the specified door quality standard on site for review during installation and finishing.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging. Inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

### 1.07 PROJECT CONDITIONS

- A. Coordinate the work with door opening construction, door frame and door hardware installation.

### 1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- C. Provide warranty for the following term:
  - 1. Interior Doors: Warranty - Provide for replacing, including cost of rehanging and refinishing, at no cost to Owner, wood doors exhibiting defects in materials or workmanship including warp and delaminating for the life of installation.
- D. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
  - 1. Graham Wood Doors: [www.grahamdoors.com](http://www.grahamdoors.com).
  - 2. Eggers Industries; \_\_\_\_: [www.eggersindustries.com/#sle](http://www.eggersindustries.com/#sle).
  - 3. VT Industries [www.VTindustries.com](http://www.VTindustries.com)
  - 4. Marshfield DoorSystems, Inc; \_\_\_\_: [www.marshfelddoors.com/#sle](http://www.marshfelddoors.com/#sle).
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 DOORS

- A. All Doors: See drawings for locations and additional requirements.
  - 1. Quality Level: Custom Grade, Standard Duty performance, in accordance with WDMA I.S.1-A.
  - 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches; thick unless otherwise indicated; flush construction.
  - 1. Fire Rated Doors: Tested to ratings indicated on drawings in accordance with NFPA 252 or UL 10B - Negative (Neutral) Pressure; Underwriters Laboratories Inc. (UL) or Intertek/Warnock Hersey (WHI) labeled without any visible seals when door is open.
  - 2. Wood veneer facing with factory transparent finish .

### 2.03 DOOR AND PANEL CORES

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.
- B. Fire Rated Doors: Mineral core type, with fire resistant composite core (FD), plies and faces as indicated above; with core blocking as required to provide adequate anchorage of hardware without through-bolting.

### 2.04 DOOR FACINGS

- A. Wood Veneer Facing for Transparent Finish: Red oak "A", veneer grade as specified by quality standard.
  - 1. Cut: Plain Sliced.
  - 2. Veneer match: Book match and balanced.
  - 3. Vertical Edges: Same species as face veneer.
- B. Facing Adhesive: Type I - waterproof.

### 2.05 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.

- B. Cores Constructed with stiles and rails:
  - 1. Provide solid blocks at lock edge for hardware reinforcement.
  - 2. Provide solid blocking for other through bolted hardware.
- C. Fit door edge trim to edge of stiles after applying veneer facing.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- F. Provide edge clearances in accordance with the quality standard specified.

## **2.06 FACTORY FINISHING - WOOD VENEER DOORS**

- A. Finish work in accordance with WDMA I.S. 1A for Grade specified and as follows:
- B. Factory finish doors in accordance with specified quality standard:
  - 1. Transparent Finish: Transparent catalyzed polyurethane, Custom quality, semi-gloss sheen.
- C. Factory finish doors in accordance with approved sample.
- D. Seal door top edge with color sealer to match door facing.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

### **3.02 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
  - 1. Install fire-rated doors in accordance with NFPA 80 requirements.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.
- E. Coordinate installation of glazing.

### **3.03 TOLERANCES**

- A. Conform to specified quality standard for fit and clearance tolerances.
- B. Conform to specified quality standard for telegraphing, warp, and squareness.
- C. Maximum Diagonal Distortion (Warp): 1/8 inch measured with straight edge or taut string, corner to corner, over an imaginary 36 by 84 inches surface area.
- D. Maximum Vertical Distortion (Bow): 1/8 inch measured with straight edge or taut string, top to bottom, over an imaginary 36 by 84 inches surface area.
- E. Maximum Width Distortion (Cup): 1/8 inch measured with straight edge or taut string, edge to edge, over an imaginary 36 by 84 inches surface area.

### **3.04 ADJUSTING**

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

**END OF SECTION**

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**SECTION 08 71 00**  
**DOOR HARDWARE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Hardware for fire-rated doors.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 11 13 - Hollow Metal Doors and Frames.

**1.03 REFERENCE STANDARDS**

- A. 36 CFR 1191 - Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; Final Rule; (ADA Standards for Accessible Design).
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council.
- C. BHMA A156.1 - American National Standard for Butts and Hinges.
- D. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches.
- E. BHMA A156.3 - American National Standard for Exit Devices.
- F. BHMA A156.4 - American National Standard for Door Controls - Closers.
- G. BHMA A156.5 - American National Standard for Cylinders and Input Devices for Locks.
- H. BHMA A156.6 - American National Standard for Architectural Door Trim.
- I. BHMA A156.7 - American National Standard for Template Hinge Dimensions.
- J. BHMA A156.8 - American National Standard for Door Controls - Overhead Stops and Holders.
- K. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association (ANSI/BHMA A156.9).
- L. BHMA A156.17 - American National Standard for Self Closing Hinges & Pivots.
- M. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems, Builders Hardware Manufacturers Association.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the manufacture, fabrication, and installation of products onto which door hardware will be installed.
- B. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- C. Convey Owner's keying requirements to manufacturers.
- D. Preinstallation Meeting: Convene a preinstallation meeting one week prior to commencing work of this section; require attendance by all affected installers.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project.
- C. Hardware Schedule: Detailed listing of each item of hardware to be installed on each door. Use door numbering scheme as included in the Contract Documents. Identify electrically operated items and include power requirements.
- D. Keying Schedule: Submit for approval of Owner.

- E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.
- F. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
- G. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.
- H. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Tools: One set of all special wrenches or tools applicable to each different or special hardware component, whether supplied by the hardware component manufacturer or not.

#### **1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Hardware Supplier Personnel: Employ an Architectural Hardware Consultant (AHC) to assist in the work of this section.

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

- A. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

#### **1.08 WARRANTY**

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

### **PART 2 PRODUCTS**

#### **2.01 DOOR HARDWARE - GENERAL**

- A. Provide all hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.
- B. Provide all items of a single type of the same model by the same manufacturer.
- C. Provide products that comply with the following:
  - 1. Applicable provisions of federal, state, and local codes.
- D. Function: Lock and latch function numbers and descriptions of manufactures series as as shown on the drawings.
- E. Finishes: Identified in schedule.

#### **2.02 LOCKS AND LATCHES**

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
  - 1. If no hardware set is indicated for a swinging door provide an office lockset.
  - 2. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
  - 3. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
  - 1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Grand master keyed.
- D. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

### 2.03 HINGES

- A. Hinges: Provide hinges on every swinging door.
  - 1. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
  - 2. Provide ball-bearing hinges at all doors having closers.
  - 3. Provide hinges in the quantities indicated.
  - 4. Provide non-removable pins on exterior outswinging doors.
- B. Quantity of Hinges Per Door:
  - 1. Doors up to 60 inches High: Two hinges.
  - 2. Doors From 60 inches High up to 90 inches High: Three hinges.
- C. Manufacturers - Hinges:
  - 1. Assa Abloy McKinney: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  - 2. Bommer Industries, Inc: [www.bommer.com/#sle](http://www.bommer.com/#sle).
  - 3. Hager Companies: [www.hagerco.com/#sle](http://www.hagerco.com/#sle).

### 2.04 PIVOTS

- A. Pivots: Comply with BHMA A156.17.
- B. Manufacturers - Pivots:
  - 1. Assa Abloy McKinney or Rixson: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  - 2. DORMA Group North America: [www.dorma-usa.com/usa](http://www.dorma-usa.com/usa).
  - 3. Ives, an Allegion brand: [www.allegion.com/us](http://www.allegion.com/us).

### 2.05 PUSH/PULLS

- A. Push/Pulls: Comply with BHMA A156.6.
  - 1. Provide push and pull on doors not specified to have lockset, latchset, exit device, or auxiliary lock.
  - 2. On solid doors, provide matching push plate and pull plate on opposite faces.
- B. Manufacturers - Push/Pulls:
  - 1. Assa Abloy McKinney: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  - 2. Hager Companies: [www.hagerco.com/#sle](http://www.hagerco.com/#sle).
  - 3. Triangle Brass Manufacturing Co., Inc: [www.trimcobbw.com/#sle](http://www.trimcobbw.com/#sle).

### 2.06 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
  - 1. Hardware Sets indicate locking functions required for each door.
  - 2. If no hardware set is indicated for a swinging door provide an office lockset.
  - 3. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
  - 4. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
  - 1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Grand master keyed.
- D. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

### 2.07 CYLINDRICAL LOCKSETS

- A. Locking Functions: As defined in BHMA A156.2, and as follows:
  - 1. Office: F81, key not required to lock, remains locked upon exit.
- B. Manufacturers - Cylindrical Locksets:
  - 1. Assa Abloy Corbin Russwin, Sargent, or Yale: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).

2. Best Access Systems, division of Stanley Security Solutions: [www.bestlock.com/#sle](http://www.bestlock.com/#sle).
3. Schlage, an Allegion brand: [www.allegion.com/us](http://www.allegion.com/us).

## **2.08 CLOSERS**

- A. Closers: Complying with BHMA A156.4.
  1. Provide surface-mounted, door-mounted closers unless otherwise indicated.
  2. Provide a door closer on every exterior door.
  3. Provide a door closer on every fire- and smoke-rated door. Spring hinges are not an acceptable self-closing device unless specifically so indicated.
  4. On pairs of swinging doors, if an overlapping astragal is present, provide coordinator to ensure the leaves close in proper order.
  5. At outswinging exterior doors, mount closer in inside of door.
- B. Manufacturers - Closers:
  1. Assa Abloy Corbin Russwin, Norton, Rixson, Sargent, or Yale: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  2. DORMA Group North America: [www.dorma-usa.com/usa](http://www.dorma-usa.com/usa).
  3. Hager Companies: [www.hagerco.com/#sle](http://www.hagerco.com/#sle).
  4. LCN, an Allegion brand: [www.allegion.com/us](http://www.allegion.com/us).

## **2.09 STOPS AND HOLDERS**

- A. Stops: Complying with BHMA A156.8; provide a stop for every swinging door, unless otherwise indicated.
  1. Provide wall stops, unless otherwise indicated.
  2. If wall stops are not practical, due to configuration of room or furnishings, provide overhead stop.
  3. Stop is not required if positive stop feature is specified for door closer; positive stop feature of door closer is not an acceptable substitute for a stop unless specifically so stated.

## **2.10 GASKETING AND THRESHOLDS**

- A. Gaskets: Complying with BHMA A156.22.
  1. On each door in smoke partition, provide smoke gaskets; top, sides, and meeting stile of pairs. If fire/smoke partitions are not indicated on drawings, provide smoke gaskets on each door identified as a "smoke door" and 20-minute rated fire doors.

## **2.11 PROTECTION PLATES AND ARCHITECTURAL TRIM**

- A. Protection Plates:
  1. Kickplate: Provide on push side of every door with closer, except storefront and all-glass doors.
  2. Mop Plates:

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that doors and frames are ready to receive work; labeled, fire-rated doors and frames are present and properly installed, and dimensions are as indicated on shop drawings.

### **3.02 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Mounting heights for hardware from finished floor to center line of hardware item:

### **3.03 ADJUSTING**

- A. Adjust work under provisions of Section 01 70 00.



- B. Adjust hardware for smooth operation.

**3.04 CLEANING**

- A. Clean adjacent surfaces soiled by hardware installation. Clean finished hardware per manufacturer's instructions after final adjustments has been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

**3.05 PROTECTION**

- A. Protect finished Work under provisions of Section 01 70 00.
- B. Do not permit adjacent work to damage hardware or finish.

**END OF SECTION**

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**SECTION 09 21 16**  
**GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal stud wall, ceiling and soffit framing.
- B. Metal framing for top of wall bracing and ceiling framing.
- C. Acoustic insulation.
- D. Gypsum wallboard.
- E. Joint treatment and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 05 40 00 - Cold-Formed Metal Framing: Exterior wind-load-bearing metal stud framing.
- B. Section 06 10 00 - Rough Carpentry: Building Framing and Wood blocking .
- C. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.

**1.03 REFERENCE STANDARDS**

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute. (replaced SG-971)
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
- D. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board.
- E. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members.
- F. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- G. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
- H. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board.
- I. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
- J. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
- K. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base.
- L. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
- M. ASTM C1629/C1629M - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels.
- N. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
- O. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- P. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.

- Q. ASTM E413 - Classification for Rating Sound Insulation.
- R. GA-214 - Recommended Levels of Gypsum Board Finish; Gypsum Association.
- S. GA-216 - Application and Finishing of Gypsum Board.

#### **1.04 SUBMITTALS**

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

#### **1.05 QUALITY ASSURANCE**

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

### **PART 2 PRODUCTS**

#### **2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies per drawings.

#### **2.02 METAL FRAMING MATERIALS**

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
  - 1. Clarkwestern Dietrich Building Systems LLC: [www.clarkdietrich.com/#sle](http://www.clarkdietrich.com/#sle).
  - 2. Dietrich Metal Framing: [www.dietrichindustries.com](http://www.dietrichindustries.com).
  - 3. Marino: [www.marinoware.com/#sle](http://www.marinoware.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/360 at 5 psf.
  - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C 645 are waived provided steel of 40 ksi minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E 72 using assemblies specified by ASTM C 754.
    - a. Acceptable Products:
      - 1) Dietrich Metal Framing; UltraSteel (tm): [www.dietrichindustries.com](http://www.dietrichindustries.com).
      - 2) Clark Western Building Systems; UltraSteel (tm): [www.clarkwestern.com](http://www.clarkwestern.com).
  - 2. Studs: "C" shaped with flat or formed webs with knurled faces.
  - 3. Runners: U shaped, sized to match studs.
  - 4. Ceiling Channels: C shaped.
  - 5. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
- C. Shaft Wall Studs and Accessories: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 and specified performance requirements.
- D. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.

- E. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
  2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.
  3. Provide kickers / framing for top of wall and soffits as necessary.

### 2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
1. CertainTeed Corporation: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
  2. Georgia-Pacific Gypsum: [www.gpgypsum.com/#sle](http://www.gpgypsum.com/#sle).
  3. National Gypsum Company: [www.nationalgypsum.com/#sle](http://www.nationalgypsum.com/#sle).
  4. USG Corporation: [www.usg.com/#sle](http://www.usg.com/#sle).
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  2. Thickness:
    - a. Vertical Surfaces: 5/8 inch.
    - b. Multi-Layer Assemblies: Thicknesses as indicated on drawings.
  3. Paper-Faced Products:
    - a. American Gypsum Company; FireBloc Type X Gypsum Wallboard.
- C. Impact-Rated Wallboard: Tested to Level 3 soft-body and hard-body impact in accordance with ASTM C1629.
1. Application: Walls.
  2. Paper-Faced Type: Gypsum wallboard as defined in ASTM C1396/C1396M.
  3. Thickness: 5/8 inch.
  4. Edges: Tapered.
  5. Products:
    - a. National Gypsum Company; Gold Bond Hi-Impact Brand XP Wallboard.
    - b. USG Corporation; Fiberock Brand Panels--VHI Abuse-Resistant.
- D. Gypsum Wallboard: ASTM C 1396/C 1396M. Sizes to minimize joints in place; ends square cut.
1. Ceiling Board: Special sag-resistant type.
    - a. Application: Ceilings, and soffits.
    - b. Thickness: 5/8" inch.
    - c. Edges: Tapered.
  2. Abuse-Resistant Type: Gypsum wallboard especially formulated for increased impact resistance, with enhanced gypsum core and heavy duty face and back paper.
    - a. Application: Walls.
    - b. Core Type: Regular and Type X, as indicated.
    - c. Thickness: 5/8 inch.
    - d. Edges: Tapered.

### 2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: 4 inch.

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

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 FRAMING INSTALLATION**

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
  - 1. Level ceiling system to a tolerance of 1/600.
  - 2. Laterally brace entire suspension system, to structure above.
  - 3. Install bracing as required at exterior locations to resist wind uplift.
- C. Studs: Space studs as indicated.
  - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
  - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling framing in accordance with details.
  - 3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
  - 4. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical

devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.

- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Connections: Minimum (4) #12 screws per connection of cold formed metal framing members.
- F. Blocking: Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, wood frame openings, toilet accessories, and hardware. Comply with Section 06 10 00 for wood blocking.

### **3.03 ACOUSTIC ACCESSORIES INSTALLATION**

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install as follows:
  - 1. Place two beads continuously on substrate before installation of perimeter framing members.
  - 2. Place continuous bead at perimeter of each layer of gypsum board.
  - 3. In non-fire-rated construction, seal around all penetrations by conduit, pipe, ducts, and rough-in boxes; and other penetrations.

### **3.04 BOARD INSTALLATION**

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

### **3.05 INSTALLATION OF TRIM AND ACCESSORIES**

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

### **3.06 JOINT TREATMENT**

- A. Paper Faced Gypsum Board: Use fiberglass joint tape, bedded with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound and finished with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
  - 2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish or where FRP panel to be installed.
  - 3. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Finish gypsum board in scheduled areas in accordance with levels defined in GA-214; or ASTM C 840 and as scheduled below.

1. Above Finished Ceilings Concealed From View: Level 1.
  2. Utility Areas and Areas Behind Cabinetry: Level 2.
  3. Walls and Ceilings to Receive Flat Paint Finish: Level 4.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
1. Feather coats of joint compound so that camber is maximum 1/32 inch.
  2. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
  3. Taping, filling and sanding is not required at base layer of double layer applications.

### **3.07 TOLERANCES**

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

**END OF SECTION**



**SECTION 09 51 00**  
**ACOUSTICAL CEILINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Suspended metal grid ceiling system
- B. Acoustical units
- C. Support hangers, channels, and wires

**1.02 RELATED REQUIREMENTS**

- A. Section 07 21 00 - Thermal Insulation: Acoustical insulation.
- B. Section 26 51 00 - Interior Lighting: Light fixtures in ceiling system.

**1.03 REFERENCE STANDARDS**

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels.
- C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products.
- D. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute.

**1.04 SUBMITTALS**

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

**1.05 QUALITY ASSURANCE**

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

**1.06 FIELD CONDITIONS**

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

**1.07 PROJECT CONDITIONS**

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

**1.08 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.

## **PART 2 PRODUCTS**

### **2.01 ACOUSTICAL UNITS**

- A. Manufacturers:
  - 1. Armstrong World Industries, Inc: [www.armstrong.com](http://www.armstrong.com).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acoustical Units - General: ASTM E1264, Class A.
- C. Acoustical Tile Type A: Painted mineral fiber, ASTM E 1264 Type III, with to the following characteristics:
  - 1. Size: As noted on drawings.
  - 2. Edge: Square.
  - 3. Surface Color: White.
  - 4. Surface Pattern: Match existing.
  - 5. Product: Armstrong

### **2.02 SUSPENSION SYSTEM(S) UNLESS NOTED OTHERWISE ABOVE.**

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

### **2.03 ACCESSORIES**

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

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 INSTALLATION - SUSPENSION SYSTEM**

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

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

### **3.03 INSTALLATION - ACOUSTICAL UNITS**

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
  - 1. Cut to fit irregular grid and perimeter edge trim.
  - 2. Make field cut edges of same profile as factory edges.
  - 3. Double cut and field paint exposed reveal edges.
- G. Where round obstructions and bullnose corners occur, provide preformed closures to match perimeter molding.
- H. Install hold-down clips on panels within 20 ft of an exterior door.

### **3.04 TOLERANCES**

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

**END OF SECTION**

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**SECTION 09 65 00**  
**RESILIENT FLOORING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Resilient sheet flooring.
- B. Resilient base and pre-molded internal / external corners.
- C. Installation accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 REFERENCE STANDARDS**

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- C. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile.
- D. ASTM F1303 - Standard Specification for Sheet Vinyl Floor Covering with Backing.
- E. ASTM F1344 - Standard Specification for Rubber Floor Tile.
- F. ASTM F1861 - Standard Specification for Resilient Wall Base.
- G. BAAQMD 8-51 - Bay Area Air Quality Management District Regulation 8, Rule 51, Adhesive and Sealant Products; [www.baaqmd.gov](http://www.baaqmd.gov).
- H. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- I. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute.
- J. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; [www.aqmd.gov](http://www.aqmd.gov).

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plan.
- D. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- E. Verification Samples: Submit two samples, 12x12 inch in size illustrating color and pattern for each resilient flooring product specified.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Protect roll materials from damage by storing on end.

**1.06 FIELD CONDITIONS**

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

**1.07 EXTRA MATERIALS**

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

- B. Provide 50 sq ft of flooring, 20 lineal feet of base, of each type and color specified.

## **PART 2 PRODUCTS**

### **2.01 SHEET FLOORING**

- A. Vinyl Sheet Flooring : Homogeneous without backing, with color and pattern throughout full thickness, and:
1. Minimum Requirements: Comply with ASTM F1303, Type II, without backing, or ASTM F1913.
  2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
  3. Total Thickness and Wear Layer Thickness: 0.080 inch nominal.
  4. Sheet Width: 72 inch minimum.
  5. Static Load Resistance: 750 psi minimum, when tested as specified in ASTM F1303.
  6. Heat welded seams.
  7. Integral coved base with cap strip.
  8. Pattern: Marbleized or patterned.
  9. Manufacturers:
    - a. Mannington; Product Colon "Assurance" = Basis of design.
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Feature Strips: Of same material as sheet flooring, on plans as shown wide.

### **2.02 RESILIENT BASE**

- A. Resilient Base: ASTM F 1861, Type TP, rubber, thermoplastic; Style A, Straight; and Style B, Cove, and as follows:
1. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
  2. Height: 4 inch,
  3. Thickness: 0.125 inch thick.
  4. Finish: Satin.
  5. Length: Roll.
  6. Color: Color as selected from manufacturer's standards.
  7. Accessories: Premolded external corners and end stops.
  8. Manufacturers:
    - a. Burke Mercer; Product Rubber Myte: [www.burkeflooring.com](http://www.burkeflooring.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.03 ACCESSORIES**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seaming Materials: Waterproof; types recommended by flooring manufacturer.
1. Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.
- C. Moldings and Edge Strips: Same material as flooring or metal.
1. Products: manufactured by Burke Mercer = Design Basis.
- D. Filler for Coved Base: Plastic or as recommended by manufacturer.
- E. Sealer and Wax: Types recommended by flooring manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive resilient flooring.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

### **3.02 PREPARATION**

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings.
- B. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- C. Prohibit traffic until filler is cured.
- D. Clean substrate.
- E. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.

### **3.03 INSTALLATION**

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

### **3.04 RESILIENT BASE**

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 48 inches between joints.
- B. At external and internal corners, use premolded units. At exposed ends, use premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Scribe and fit to door frames and other interruptions.

### **3.05 CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean, seal, and wax resilient flooring products in accordance with manufacturer's instructions.

### **3.06 PROTECTION**

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
  - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
  - 2. Exposed surfaces of steel lintels and ledge angles.
  - 3. Mechanical and Electrical:
    - a. In finished areas, paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
    - b. In finished areas, paint shop-primed items.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
  - 6. Floors, unless specifically so indicated.
  - 7. Glass.
  - 8. Acoustical materials, unless specifically so indicated.
  - 9. Concealed pipes, ducts, and conduits.
- E. Painting materials and methods for conduit identification specified in Section 26 05 53.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

**1.03 REFERENCE STANDARDS**

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

**1.04 DEFINITIONS**

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

**1.05 SUBMITTALS**

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

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

#### **1.06 QUALITY ASSURANCE**

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

#### **1.07 REGULATORY REQUIREMENTS**

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

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

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

#### **1.09 FIELD CONDITIONS**

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

#### **1.10 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply 1 gallon of each color; store where directed.

- C. Label each container with color, type, texture, and room locations in addition to the manufacturer's label.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

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

### **2.02 PAINTS AND COATINGS - GENERAL**

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
  - 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content: Comply with Section 01 61 16.
- D. Chemical Content: The following compounds are prohibited:
  - 1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  - 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.
- E. Colors: As indicated on drawings
  - 1. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

### **2.03 PAINT SYSTEMS - INTERIOR**

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

1. One coat of alkyd or latex primer sealer.
2. Eggshell: Two coats of latex enamel.

#### **2.04 ACCESSORY MATERIALS**

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

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

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

#### **3.02 PREPARATION**

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

- K. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- L. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- M. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- N. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- O. Interior Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- P. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

### **3.03 APPLICATION**

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

### **3.04 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT**

- A. Paint shop-primed equipment, where indicated.
- B. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- C. Finish equipment, piping, conduit, and exposed duct work in utility areas in colors according to the color coding scheme indicated.
- D. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.05 FIELD QUALITY CONTROL**

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

### **3.06 CLEANING**

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

### **3.07 PROTECTION**

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

### **3.08 SCHEDULE - SURFACES TO BE FINISHED**

- A. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically noted.
  - 2. Fire rating labels, equipment serial number and capacity labels.
  - 3. Stainless steel items.
- B. Paint the surfaces described below under Schedule - Paint Systems.
- C. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
  - 1. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment occurring in finished areas to match background surfaces, unless otherwise indicated.
  - 2. Paint all equipment, including that which is factory-finished, exposed to weather or to view on the roof and outdoors.
  - 3. Paint shop-primed items occurring in finished areas.
  - 4. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
  - 5. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
- D. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.

**END OF SECTION**

**SECTION 10 14 00**  
**SIGNAGE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Elevator Landing Signs

**1.02 RELATED REQUIREMENTS**

- A. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
- B. Section 26 05 53 - Identification for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines.
- B. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design.
- C. ICC A117.1 - Accessible and Usable Buildings and Facilities.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Package signs as required to prevent damage before installation.
- B. Store tape adhesive at normal room temperature.

**1.07 FIELD CONDITIONS**

- A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.
- B. Maintain this minimum temperature during and after installation of signs.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Flat Signs:
  - 1. Cosco Industries (ADA signs); ADA Series 1: [www.coscoarchitecturalsigns.com/#sle](http://www.coscoarchitecturalsigns.com/#sle).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 SIGNAGE APPLICATIONS**

- A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.

**2.03 SIGN TYPES**

- A. Flat Signs: Signage media without frame.
  - 1. Edges: Square.
  - 2. Corners: Radiused.
  - 3. Wall Mounting of One-Sided Signs: Tape adhesive.
- B. Color and Font: Unless otherwise indicated:

1. Character Font: Helvetica, Arial, or other sans serif font.
2. Character Case: Upper case only.
3. Background Color: Manufacturer standard range.
4. Character Color: Contrasting color.

#### **2.04 TACTILE SIGNAGE MEDIA**

- A. Engraved Panels: Laminated colored plastic; engraved through face to expose core as background color:
  1. Total Thickness: 1/8 inch.

#### **2.05 ACCESSORIES**

- A. Tape Adhesive: Double sided tape, permanent adhesive.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Locate signs where indicated:
  1. Elevator Landings
    - a. Location: At each elevator landing, adjacent to call buttons.
    - b. Message: IN CASE OF FIRE, ELEVATORS ARE OUT OF SERVICE, USE EXIT STAIRS.
    - c. Graphic: Approved standardized pictorial sign
- D. Protect from damage until Substantial Completion; repair or replace damage items.

**END OF SECTION**



**SECTION 10 44 00**  
**FIRE PROTECTION SPECIALTIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fire extinguishers.
- B. Accessories.

**1.02 REFERENCE STANDARDS**

- A. NFPA 10 - Standard for Portable Fire Extinguishers.
- B. UL (DIR) - Online Certifications Directory.

**1.03 PERFORMANCE REQUIREMENTS**

- A. Conform to NFPA 10 and applicable code.
- B. Provide extinguishers classified and labeled by Underwriters Laboratories Inc., or testing firm acceptable to the authority having jurisdiction, for the purpose specified and indicated.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide extinguisher operational features.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Maintenance Data: Include test, refill or recharge schedules and re-certification requirements.

**1.05 FIELD CONDITIONS**

- A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Fire Extinguishers, Cabinets and Accessories:
  - 1. JL Industries, Inc; Product Royal 3600 Series: [www.jlindustries.com](http://www.jlindustries.com).
  - 2. Larsen's Manufacturing Co; Product FB3612 Series: [www.larsensmfg.com/#sle](http://www.larsensmfg.com/#sle).
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 FIRE EXTINGUISHERS**

- A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.
- B. Dry Chemical Type Fire Extinguishers: Cast steel tank, with pressure gage.
  - 1. Class 2A - 10B:C.
  - 2. Size 10 lb.
  - 3. Finish: Baked enamel, red color.
  - 4. Design Basis = Larsen's manufacturing MP-10.

**2.03 ACCESSORIES**

- A. Extinguisher brackets: Formed steel, galvanized finish.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify existing conditions before starting work.

**3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Secure rigidly in place.

**END OF SECTION**

NOT FOR BIDDING

**SECTION 14 21 00**  
**CONVEYANCE SYSTEMS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section includes:
  - 1. Furnishing all elevator materials for the partial renovation of one hydraulic elevator.
  - 2. Furnishing all labor for the partial demolition and renovation of one hydraulic elevator.

**1.02 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data for each system proposed for use. Include the following:
  - 1. Elevator components shall be designed to utilize existing site conditions.
  - 2. Electrical requirements for new equipment including voltage, phase, Hz, and amperage to be sized to utilizing existing conditions at machine room.

**1.03 QUALITY ASSURANCE / TESTING**

- A. Standards: Conform to requirements in accordance with ASME A17.1-2013 and ASME A18.1-2008 as currently adopted in the 2015 International Building Code.
- B. Code compliance, quality standards and final acceptance inspections to be conducted by Liberty Elevator Experts LLC at contractor's expense. Re-inspections due to Contractor failure to be billed to Owner and back charged to Contractor.
- C. Provide all test materials, equipment and personnel required to demonstrate full rated load performance. Adjust hydraulic valve for proper performance. Seal relief valve and bypass valve in presence of inspector. Verify and correct over/under travel, refuge and piston bottom clearances as applicable.

**1.04 SHIPPING AND HANDLING**

- A. Packing and Shipping: Deliver materials to site in manufacturer's original unopened packaging with labels intact.
- B. Storing:
  - 1. Store off ground to assure adequate ventilation and protect against damage while stored at the site.
  - 2. Store materials for which a maximum moisture is specified in areas where humidity can be controlled.

**PART 2 - PRODUCTS**

**2.01 HYDRAULIC ELEVATOR**

- A. General:
  - 1. 2,000-pound capacity.
  - 2. Dual Post Holeless
  - 3. 100 Feet per minute (+/- 5%).
  - 4. 2 Entrances.
- B. Entrances:
  - 1. Retain existing entrance doors, frames and sills to the extent as described on the drawings. Remove all existing hatch door equipment, clutch, tracks, hangars and linkages and replace with new GAL hatch door equipment. Complete system including tracks, closures, rollers, interlocks, gibbs, and fire tabs shall be furnished for proper operation utilizing existing headers, struts, door bucks, and sills.
  - 2. All new required braille, unique elevator identification, fire instructions and signage shall be provided.

C. Cab:

1. Remove and replace existing cab and interior, including flooring and handrails.
2. Refinish existing return with #4 vertical grain stainless steel to accommodate replacement Car Operating Panel.
3. Replace existing "egg crate" ceiling panels with new chrome metallic finish panels.
4. Replace existing car lighting with new LED lighting. See drawings for light fixture schedule.
5. Retain existing car entrance door. Remove all existing car door operator equipment, clutch, tracks, hangars and linkages and replace with new GAL MOVFR equipment.
6. Install 3-dimensional door intrusion detection device. Doors shall immediately stop and reverse automatically upon detection of an obstruction.
7. Install an escape hatch safety switch that shall immediately open a safety circuit upon opening the escape hatch cover. The switch shall prohibit the elevator from operating until reset by authorized personal from the car top.
8. Install new 2-speed ventilation fan and car top inspection station.

D. Fixtures:

1. Provide flush or surface mounted stainless-steel hall stations on each landing to conform with ADA requirements. Corresponding "up/down" buttons as appropriate LED type bulbs to be installed.
2. Fire Service Phase 1 key shall be FEO-K1.
3. Provide access operation key switch for lowest/highest landing.
4. Provide integrated flush mounted car operating panel. Manufacturer's Standard:
  - a. Raised markings and Braille shall be provided to the left hand of each push button.
  - b. Digital Car Position Indicator with directional indicators to be installed in existing location in transom.
  - c. Door open and door close buttons.
  - d. Light key-switch
  - e. Fan key-switch, 2-speed
  - f. Inspection Access key-switch (behind the locked service cabinet).
  - g. Elevator Data Plate marked with elevator capacity and car number.
  - h. Illuminated alarm button with raised markings.
  - i. In car stop switch.
  - j. Firefighter's hat.
  - k. Firefighter's Phase II Key-switch utilizing FEO-K1 key.
  - l. Call cancel button.
  - m. Help Button - The help button shall initiate two-way communications between the car and building security, switching over to another location if the call is unanswered, where personnel are available who can take the appropriate action. Visual indicators are provided for call initiation.
  - n. Firefighter's Phase II emergency in-car operating instructions worded according to A 17.1 2013, Article 2.27.7.2.
  - o. GFCI (behind locked service cabinet).
  - p. Emergency light test button (behind locked service cabinet).
  - q. Appendix O fire instructions.
  - r. All car call signaling buttons shall be LED and between 35" - 48" above finished floor.
  - s. Hands free emergency ADA communication phone mounted inside COP cover.
  - t. Floor passing chime.
  - u. All fixtures shall meet A17.1-2013 Standard.
5. Provide digital car position indicator with directional indicators at main lobby landing.
6. Provide traveling or hall lantern as required.

7. Install stainless steel Certificate of Operation frame in proximity of car station. Accessible without opening cars operating panel.
  8. Provide and install flush mounted emergency key box at main landing. Include KMO door key and FEO-K1 fire service key.
- E. Controller
1. Replace existing controller. Provide a serial link non-proprietary controller. Controller shall be equipped with all required boards, on-board diagnostic tools, and software.
  2. New fixed wiring, traveling cable, hoistway limit switches, pit switch, and landing/leveling system shall be provided to ensure proper operation.
  3. Contractor shall provide for and coordinate interconnections for building systems (telephone, fire alarm, emergency generator as applicable).
  4. Provide and install battery powered lowering system in event of power failure.
- F. Power Unit
1. Replace existing Hydraulic Power Unit in its entirety.
  2. Replace complete hydraulic cylinder packing seals with OEM or acceptable substitute.
  3. Replace all Victaulic coupling gaskets with OEM or acceptable substitute.
  4. Provide and install complete automatic oil return system in pit adjacent to cylinders. Prime and test operation before final acceptance.
  5. Furnish new proper hydraulic oil to fill tank, oil line, and cylinder. Oil fill level shall be 3" below oil outlet pipe when elevator is fully rested on buffer stanchions.
- G. Structural
1. Retain and reuse existing rails, brackets pit equipment, sling and platform.
  2. Clean and refinish per Article 3.2.
  3. Inspect and correct alignment as required to insure a compliant installation.
  4. Install all new slide guides.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION**

- A. Installation of all elevator components except as specifically provided for elsewhere by others.
- B. Contractor shall provide skilled, licensed and qualified labor and supervision throughout the duration of installation.
- C. Contractor shall be able to meet or exceed job site schedules.
- D. Contractor shall attend all required meetings for site coordination.
- E. Contractor shall install all elevator equipment in 1 mobilization.
- F. Contractor shall adequately protect building flooring and wall surfaces from damage during installation.
- G. Contractor shall obtain and erect suitable protection for work area per OSHA standards.
- H. Determination of existing hazards (airborne, physical, mechanical and/or electrical) is the responsibility of the Contractor.
- I. Working hours and access to building are to be coordinated with building owner's representative.
- J. Contractor shall take effective measures to protect and safeguard occupant's and/or visitors in and around the work area.

#### **3.02 CLEANING / PAINTING**

- A. During the installation and upon completion, remove excess materials, equipment and debris and dispose of away from premises daily.

- B. All re-used existing elevator equipment, including but not limited to buffers, pit channels, exposed cylinder, sling, rails and brackets etc., shall be cleaned, sanded and painted in a workmanship like manner. (Excluding electrical conduits and hydraulic oil lines.)
- C. Clean hoistway and car sills and doors before reuse.
- D. Clean and paint pit floor.

### **3.03 OPERATION AND MAINTENANCE MANUALS, KEYS**

- A. Provide 3 copies minimum of job specific drawings, electrical schematics, maintenance instructions, description of operation and MCP, to be neatly bound and identified. One copy is to be labeled "Machine Room Copy" and placed in the elevator machine room.
- B. Three (3) complete sets of keys minimum for all switches supplied, labeled neatly. One set is to remain in elevator machine room for maintenance purposes. 1 ea. GAL KMO door key to be supplied for machine room.

### **3.04 WARRANTY AND SERVICE**

- A. All parts and/or workmanship are to be warranted for no less than 24 months from final acceptance of completed work. This shall include hydraulic components.
- B. A regular business hours monthly maintenance service plan shall be provided and priced separately as a line item. The monthly maintenance service plan shall include on-site hydraulic oil monitoring, fire service testing, and required maintenance checks per manufacturer recommendations. The monthly maintenance shall begin upon acceptance for a duration of 24 months. Service records and check charts shall be kept in the elevator machine room.

**END OF SECTION**

**SECTION 21 05 00**  
**COMMON WORK RESULTS FOR FIRE SUPPRESSION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Pipe, fittings, valves, and connections for sprinkler, standpipe and fire hose, and combination sprinkler and standpipe systems.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 90 00 - Paints and Coatings: Preparation and painting of fire protection piping systems.
- B. Section 21 05 53 - Identification for Fire Supp. Piping and Equipment: Piping identification.
- C. Section 22 05 53 - Identification for Plumbing Piping and Equipment: Piping identification.
- D. Section - Fire-Suppression Sprinkler Systems: Sprinkler systems design.
- E. Section - Fire-Suppression Standpipes: Standpipe design.

**1.03 REFERENCE STANDARDS**

- A. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications.
- B. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
- C. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300.
- D. ASME B16.4 - Gray Iron Threaded Fittings: Classes 125 and 250.
- E. ASME B16.5 - Pipe Flanges and Flanged Fittings NPS 1/2 Through NPS 24 Metric/Inch Standard.
- F. ASME B16.9 - Factory-Made Wrought Buttwelding Fittings.
- G. ASME B16.11 - Forged Fittings, Socket-welding and Threaded.
- H. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
- I. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings.
- J. ASME B16.25 - Buttwelding Ends.
- K. ASME B36.10M - Welded and Seamless Wrought Steel Pipe.
- L. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings.
- M. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- N. ASTM A135/A135M - Standard Specification for Electric-Resistance-Welded Steel Pipe.
- O. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- P. ASTM A536 - Standard Specification for Ductile Iron Castings.
- Q. ASTM A795/A795M - Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use.
- R. ASTM B32 - Standard Specification for Solder Metal.
- S. ASTM B75/B75M - Standard Specification for Seamless Copper Tube.
- T. ASTM B75M - Standard Specification for Seamless Copper Tube (Metric).
- U. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
- V. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).

- W. ASTM F438 - Standard Specification for Socket-Type Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 40.
- X. ASTM F439 - Standard Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.
- Y. ASTM F442/F442M - Standard Specification for Chlorinated Poly(Vinyl Chloride) (CPVC) Plastic Pipe (SDR-PR).
- Z. ASTM F493 - Standard Specification for Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings.
- AA. AWS A5.8M/A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
- AB. AWS D1.1/D1.1M - Structural Welding Code - Steel.
- AC. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems.
- AD. AWWA C110/A21.10 - Ductile-Iron and Gray-Iron Fittings.
- AE. AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- AF. AWWA C151/A21.51 - Ductile-Iron Pipe, Centrifugally Cast.
- AG. NFPA 13 - Standard for the Installation of Sprinkler Systems.
- AH. NFPA 14 - Standard for the Installation of Standpipe and Hose Systems.
- AI. NFPA 24 - Standard for the Installation of Private Fire Service Mains and Their Appurtenances; National Fire Protection Association; 1995.
- AJ. UL (DIR) - Online Certifications Directory.
- AK. UL 262 - Gate Valves for Fire-Protection Service; Underwriters Laboratories Inc..
- AL. UL 312 - Check Valves for Fire-Protection Service; Underwriters Laboratories Inc..

#### **1.04 SUBMITTALS**

- A. Product Data: Provide manufacturers catalogue information. Indicate valve data and ratings.
- B. Project Record Documents: Record actual locations of components and tag numbering.
- C. Operation and Maintenance Data: Include installation instructions and spare parts lists.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum 3 years experience. approved by manufacturer.
- C. Conform to UL requirements.
- D. Valves: Bear UL label or marking. Provide manufacturer's name and pressure rating marked on valve body.
- E. Products Requiring Electrical Connection: Listed and classified as suitable for the purpose specified and indicated.

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

- A. Deliver and store valves in shipping containers, with labeling in place.
- 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.

#### **COMMON WORK RESULTS FOR FIRE SUPPRESSION**

StudioJAED Architects & Engineers

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Project No. 19067



## 1.07 EXTRA MATERIALS

- A. See Gilbane Project Manual.
- B. Provide two valve stem packings for each size and type of valve installed.

## PART 2 PRODUCTS

### 2.01 FIRE PROTECTION SYSTEMS

- A. Sprinkler Systems: Conform work to NFPA 13.
- B. Standpipe and Hose Systems: Conform to NFPA 14.
- C. Welding Materials and Procedures: Conform to ASME Code.

### 2.02 BURIED PIPING

- A. Steel Pipe: ASTM A53/A53M Schedule 40, black, with AWWA C105 polyethylene jacket, or double layer, half-lapped polyethylene tape.
  - 1. Steel Fittings: ASME B16.9, wrought steel, butt welded; with double layer, half-lapped polyethylene tape.
  - 2. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings.
  - 3. Joints: Welded in accordance with AWS D1.1.
  - 4. Casing: Closed glass cell insulation.
- B. Copper Tube: ASTM B75 (ASTM B75M), O60 or O50 temper.
  - 1. Type: Type K (A).
  - 2. Fittings: ASME B16.18, cast copper alloy, solder joint, pressure type.
  - 3. Joints: AWS A5.8 Classification BCuP-3 or BCuP-4 copper/silver braze.
  - 4. Casing: Closed glass cell insulation.
- C. Cast Iron Pipe: AWWA C151/A21.51.
  - 1. Fittings: AWWA C110, standard thickness.
  - 2. Joints: AWWA C111, rubber gasket.
  - 3. Mechanical Couplings: Shaped composition sealing gasket, steel bolts, nuts, and washers.

### 2.03 ABOVE GROUND PIPING

- A. Steel Pipe: ASTM A795 Schedule 10 or ASTM A53 Schedule 40, black.
  - 1. Steel Fittings: ASME B16.9, wrought steel, butt welded.
  - 2. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings.
  - 3. Malleable Iron Fittings: ASME B16.3, threaded fittings.
  - 4. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe.
  - 5. Mechanical Formed Fittings: Carbon steel housing with integral pipe stop and O-ring pocked and O-ring, uniformly compressed into permanent mechanical engagement onto pipe.
- B. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), H58 drawn.
  - 1. Fittings: ASME B16.18, cast copper alloy, grooved.
  - 2. Mechanical Grooved Couplings: Ductile iron housing with alkyd enamel paint coating clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers.
- C. CPVC Pipe: ASTM F442/F442M, SDR 13.5.
  - 1. Fittings: ASTM F438 Schedule 40, or ASTM F439 schedule 80, CPVC.
  - 2. Joints: Solvent welded, using ASTM F493 cement.

- D. Cast Iron Pipe: AWWA C151/A21.51.
  - 1. Fittings: AWWA C110/A21.10, standard thickness.
  - 2. Joints: AWWA C111, rubber gasket.
  - 3. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped composition sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe.

#### **2.04 PIPE HANGERS AND SUPPORTS**

- A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
- B. Hangers for Pipe Sizes 2 inches and Over: Carbon steel, adjustable, clevis.
- C. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- D. Wall Support for Pipe Sizes to 3 inches: Cast iron hook.
- E. Wall Support for Pipe Sizes 4 inches and Over: Welded steel bracket and wrought steel clamp.
- F. Vertical Support: Steel riser clamp.
- G. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- H. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

#### **2.05 GATE VALVES**

- A. Up to and including 2 inches:
  - 1. Bronze body, bronze trim, rising stem, handwheel, solid wedge or disc, threaded ends.
- B. Over 2 inches:
  - 1. Iron body, bronze trim, rising stem pre-grooved for mounting tamper switch, handwheel, OS&Y, solid rubber covered bronze or cast iron wedge, flanged ends.
- C. Over 4 inches:
  - 1. Iron body, bronze trim, non-rising stem with bolted bonnet, solid bronze wedge, flanged ends, iron body indicator post assembly.

#### **2.06 GLOBE VALVES**

- A. Up to and including 2 inches:
  - 1. Bronze body, bronze trim, rising stem and handwheel, inside screw, renewable rubber disc, threaded ends, with backseating capacity repackable under pressure.
- B. Over 2 inches:
  - 1. Iron body, bronze trim, rising stem, handwheel, OS&Y, plug-type disc, flanged ends, renewable seat and disc.

#### **2.07 BALL VALVES**

- A. Up to and including 2 inches:
  - 1. Bronze two piece body, brass, chrome plated bronze, or stainless steel ball, teflon seats and stuffing box ring, lever handle and balancing stops, threaded ends .
- B. Over 2 inches:
  - 1. Cast steel body, chrome plated steel ball, teflon seat and stuffing box seals, lever handle or gear drive handwheel for sizes 10 inches and over, flanged.

#### **2.08 BUTTERFLY VALVES**

- A. Bronze Body:

1. Stainless steel disc, resilient replaceable seat, threaded or grooved ends, extended neck, handwheel and gear drive and integral indicating device, and built-in tamper proof switch rated 10 amp at 115 volt AC.
- B. Cast or Ductile Iron Body
  1. Cast or ductile iron, chrome or nickel plated ductile iron or aluminum bronze disc, resilient replaceable EPDM seat, wafer, lug, or grooved ends, extended neck, handwheel and gear drive and integral indicating device, and internal tamper switch rated 10 amp at 115 volt AC.

## **2.09 CHECK VALVES**

- A. Up to and including 2 inches:
  1. Bronze body and swing disc, rubber seat, threaded ends.
- B. Over 2 inches:
  1. Iron body, bronze trim, swing check with rubber disc, renewable disc and seat, flanged ends with automatic ball check.
- C. 4 inches and Over:
  1. Iron body, bronze disc, stainless steel spring, resilient seal, threaded, wafer, or flanged ends.

## **2.10 DRAIN VALVES**

- A. Compression Stop:
  1. Bronze with hose thread nipple and cap.
- B. Ball Valve:
  1. Brass with cap and chain, 3/4 inch hose thread.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

### **3.02 INSTALLATION**

- A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.
- B. Install standpipe piping, hangers, and supports in accordance with NFPA 14.
- C. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- D. Install piping to conserve building space, to not interfere with use of space and other work.
- E. Group piping whenever practical at common elevations.
- F. Sleeve pipes passing through partitions, walls, and floors.
- G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- H. 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 flush with top of slab.
- I. Pipe Hangers and Supports:
  1. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
  2. Place hangers within 12 inches of each horizontal elbow.
  3. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  4. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
  5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
  6. Provide copper plated hangers and supports for copper piping.
  7. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- J. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- K. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding. Refer to Section 09 90 00.
- L. Do not penetrate building structural members unless indicated.
- M. Provide sleeves when penetrating footings, floors, and walls. Seal pipe and sleeve penetrations to achieve fire resistance equivalent to fire separation required.
- N. Escutcheons:
  1. Install and firmly attach escutcheons at piping penetrations into finished spaces.
  2. Provide escutcheons on both sides of partitions separating finished areas through which piping passes.
  3. Use chrome plated escutcheons in occupied spaces and to conceal openings in construction.
- O. 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.
- P. Die cut threaded joints with full cut standard taper pipe threads with red lead and linseed oil or other non-toxic joint compound applied to male threads only.
- Q. Install valves with stems upright or horizontal, not inverted. Remove protective coatings after installation.
- R. Provide gate, ball, or butterfly valves for shut-off or isolating service.
- S. Provide drain valves at main shut-off valves, low points of piping and apparatus.

**END OF SECTION**

## **SECTION 21 05 48**

### **VIBRATION AND SEISMIC CONTROLS FOR EQUIPMENT**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Equipment support bases.
- B. Vibration isolators.
- C. Seismic restraints.

##### **1.02 SUBMITTALS**

- A. Product Data:
- B. Shop Drawings: Indicate inertia bases and locate vibration isolators, with static and dynamic load on each. Indicate seismic control measures.
- C. Manufacturer's Instructions: Indicate installation instructions with special procedures and setting dimensions.

#### **PART 2 PRODUCTS**

##### **2.01 MANUFACTURERS**

- A. Isolation Technology, Inc: [www.isolationtech.com](http://www.isolationtech.com).
- B. Kinetics Noise Control, Inc: [www.kineticsnoise.com](http://www.kineticsnoise.com).
- C. Mason Industries: [www.mason-ind.com](http://www.mason-ind.com).

##### **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 EQUIPMENT SUPPORT BASES**

##### **2.04 VIBRATION ISOLATORS**

- A. 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. For Exterior and Humid Areas: Hot dipped galvanized housings and neoprene coated springs.
- B. 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.
- C. Closed Spring Isolators:
  1. Type : Closed spring mount with top and bottom housing separated with neoprene rubber stabilizers.
  2. 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.
  3. Housings: Incorporate neoprene isolation pad meeting requirements for neoprene pad isolators, and neoprene side stabilizers with minimum 0.25 inch clearance.
  4. For Exterior and Humid Areas: Hot dipped galvanized housings and neoprene coated springs.
- D. Restrained Closed Spring Isolators:
  1. Type : Closed spring mount with top and bottom housing separated with neoprene rubber stabilizers.
  2. 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.
  3. Housings: Incorporate neoprene isolation pad meeting requirements for neoprene pad isolators, and neoprene side stabilizers with minimum 0.25 inch clearance and limit stops.
  4. For Exterior and Humid Areas: Hot dipped galvanized housings and neoprene coated springs.
- E. 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.
  3. Misalignment: Capable of 20 degree hanger rod misalignment.
  4. For Exterior and Humid Areas: Hot dipped galvanized housings and neoprene coated springs.
- F. 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.
  2. Configuration: Single layer.
  3. Configuration: 1/2 inch thick waffle pads bonded each side of 1/4 inch thick steel plate.
- G. Rubber Mount or Hanger: Molded rubber designed for 0.4 inch deflection with threaded insert.
- H. Glass Fiber Pads: Neoprene jacketed pre-compressed molded glass fiber.
- I. Seismic Snubbers:
  1. Type: Non-directional and double acting unit consisting of interlocking steel members restrained by neoprene elements.
  2. Elements: Replaceable neoprene, minimum of 0.75 inch thick with minimum 1/8 inch air gap.
  3. Capacity: 4 times load assigned to mount groupings at 0.4 inch deflection.

4. Attachment Points and Fasteners: Capable of withstanding 3 times rated load capacity of seismic snubber.

### **PART 3 EXECUTION**

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

- A. Install in accordance with manufacturer's instructions.
- B. Comply with the requirements of NFPA 13.
- C. 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.
- D. On closed spring isolators, adjust so side stabilizers are clear under normal operating conditions.
- E. 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.
- F. 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.
- G. Support piping connections to equipment mounted on isolators using isolators or resilient hangers for scheduled distance.
  1. Up to 4 Inches Pipe Size: First three points of support.
  2. 5 to 8 Inches Pipe Size: First four points of support.
  3. 10 inches Pipe Size and Over: First six points of support.
  4. Select three hangers closest to vibration source for minimum 1.0 inch static deflection or static deflection of isolated equipment. Select remaining isolators for minimum 1.0 inch static deflection or 1/2 static deflection of isolated equipment.

#### **3.02 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect isolated equipment after installation and submit report. Include static deflections.

#### **3.03 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.
  3. 3 Inch Pipe Size: Isolate 80 diameters from equipment.
  4. 4 Inch Pipe Size: Isolate 75 diameters from equipment.
  5. 6 Inch Pipe Size: Isolate 60 diameters from equipment.
  6. 8 Inch Pipe Size: Isolate 60 diameters from equipment.
  7. 10 Inch Pipe Size: Isolate 54 diameters from equipment.
  8. 12 Inch Pipe Size: Isolate 50 diameters from equipment.
  9. 16 Inch Pipe Size: Isolate 45 diameters from equipment.
  10. 24 Inch Pipe Size: Isolate 38 diameters from equipment.
  11. Over 24 Inch Pipe Size: As indicated.

**END OF SECTION**

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## **SECTION 21 05 53**

### **IDENTIFICATION FOR FIRE SUPP. PIPING AND EQUIPMENT**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

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

##### **1.02 RELATED REQUIREMENTS**

- A. Section 09 90 00 - Paints and Coatings: Identification painting.

##### **1.03 REFERENCE STANDARDS**

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

##### **1.04 SUBMITTALS**

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

#### **PART 2 PRODUCTS**

##### **2.01 MANUFACTURERS**

- A. Brady Corporation: [www.bradycorp.com](http://www.bradycorp.com).
- B. Champion America, Inc: [www.Champion-America.com](http://www.Champion-America.com).
- C. Seton Identification Products: [www.seton.com/aec](http://www.seton.com/aec).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

##### **2.02 NAMEPLATES**

- A. Description: Laminated three-layer plastic with engraved letters.
  - 1. Letter Color: White.
  - 2. Letter Height: 1/4 inch.
  - 3. Background Color: Black.

##### **2.03 TAGS**

- A. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter.
- B. Metal Tags: 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.

##### **2.04 STENCILS**

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

2. 1-1/2 to 2 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 3/4 inch high letters.
  3. 2-1/2 to 6 inch Outside Diameter of Insulation or Pipe: 12 inch long color field, 1-1/4 inch high letters.
  4. 8 to 10 inch Outside Diameter of Insulation or Pipe: 24 inch long color field, 2-1/2 inch high letters.
  5. Over 10 inch Outside Diameter of Insulation or Pipe: 32 inch long color field, 3-1/2 inch high letters.
  6. Equipment: 2-1/2 inch high letters.
- B. Stencil Paint: As specified in Section 09 90 00, semi-gloss enamel, colors conforming to ASME A13.1.

## **2.05 PIPE MARKERS**

- A. Color: Conform to ASME A13.1.
- B. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.
- C. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- D. Underground Plastic Pipe Markers: Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

## **2.06 CEILING TACKS**

- A. Description: Steel with 3/4 inch diameter color coded head.

# **PART 3 EXECUTION**

## **3.01 PREPARATION**

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with Section 09 90 00 for stencil painting.

## **3.02 INSTALLATION**

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Apply stencil painting in accordance with Section 09 90 00.
- D. Install plastic pipe markers in accordance with manufacturer's instructions.
- E. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- F. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.
- G. Identify pumps and valves with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.
- H. Identify control panels and major control components outside panels with plastic nameplates.
- I. Identify thermostats relating to terminal boxes or valves with nameplates.
- J. Identify valves in main and branch piping with tags.
- K. Tag automatic controls, instruments, and relays. Key to control schematic.

- L. Identify piping, concealed or exposed, with plastic pipe markers. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.
- M. Locate ceiling tacks to locate valves above T-bar type panel ceilings. Locate in corner of panel closest to equipment.

**END OF SECTION**

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**SECTION 21 13 00**  
**FIRE SUPPRESSION SPRINKLERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wet-pipe sprinkler system.
- B. System design, installation, and certification.

**1.02 RELATED REQUIREMENTS**

- A. Section 28 31 00 - Fire Detection and Alarm.
- B. Section 21 05 00 - Common Work Results for Fire Suppression: Pipe, fittings, and valves.
- C. Section 21 05 48 - Vibration and Seismic Controls for Equipment.
- D. Section 21 05 53 - Identification for Fire Supp. Piping and Equipment.
- E. Section 21 30 00 - Fire Pumps.
- F. Section 21 12 00 - Fire-Suppression Standpipes.
- G. Section 14 91 00 - Facility Chutes: Sprinkler heads inside chutes.
- H. Section 22 05 48 - Vibration and Seismic Controls for Plumbing Piping and Equipment.
- I. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
- J. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections.

**1.03 REFERENCE STANDARDS**

- A. FM P7825 - Approval Guide; Factory Mutual Research Corporation.
- B. ITS (DIR) - Directory of Listed Products.
- C. NFPA 13 - Standard for the Installation of Sprinkler Systems.
- D. NFPA 13R - Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies.
- E. UL (DIR) - Online Certifications Directory.

**1.04 SUBMITTALS**

- A. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- B. Shop Drawings:
  - 1. Submit preliminary layout of finished ceiling areas indicating only sprinkler locations coordinated with ceiling installation.
  - 2. Indicate hydraulic calculations, detailed pipe layout, hangers and supports, sprinklers, components and accessories. Indicate system controls.
  - 3. Submit shop drawings and hydraulic calculations to authority having jurisdiction and Fire Marshall for approval. Submit proof of approval to Architect.
- C. Samples: Submit one of each style of sprinkler specified.
- D. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.
- E. Manufacturer's Certificate: Certify that system has been tested and meets or exceeds specified requirements and code requirements.
- F. Operation and Maintenance Data: Include components of system, servicing requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.

- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Sprinklers: Type and size matching those installed, in quantity required by referenced NFPA design and installation standard.
  - 2. Sprinkler Wrenches: For each sprinkler type.

#### **1.05 QUALITY ASSURANCE**

- A. Maintain one copy of referenced design and installation standard on site.
- B. Conform to UL requirements.
- C. Designer Qualifications: Design system under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- D. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- E. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience approved by manufacturer.
- F. Equipment and Components: Provide products that bear UL label or marking.
- G. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.

#### **1.06 MOCK-UP**

- A. Provide components for installation in mock-up.
- B. Mock-up may not remain as part of the Work.

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

- A. Convene one week before starting work of this section.

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

#### **1.09 EXTRA MATERIALS**

- A. Provide extra sprinklers of type and size matching those installed, in quantity required by referenced NFPA design and installation standard.
- B. Provide suitable wrenches for each sprinkler type.
- C. Provide metal storage cabinet located adjacent to alarm valve.

### **PART 2 PRODUCTS**

#### **2.01 SPRINKLER SYSTEM**

- A. Sprinkler System: Provide coverage for building areas noted.
- B. Occupancy: comply with NFPA 13.
- C. Water Supply: Determine volume and pressure from water flow test data.
  - 1. Revise design when test data available prior to submittals.
- D. Interface system with building fire and smoke alarm system.
- E. Provide fire department connections where indicated.
- F. Storage Cabinet for Spare Sprinklers and Tools: Steel, located adjacent to alarm valve.

## 2.02 SPRINKLERS

- A. Suspended Ceiling Type: Recessed-type, chrome-plated with push on, clamp, or screw type escutcheon plates.
  - 1. Finish: Chrome plated.
    - a. Within Standard Acoustical Tile Ceilings: White with White Estuccheon Plate
    - b. Within Wooden Finish Acoustical Clouds: Chrome Plated with Chrome Plated Estuccheon Plate
  - 2. Fusible Link: Fusible solder link type temperature rated for specific area hazard.
- B. Exposed Area Type: Standard upright type with guard.
  - 1. Finish: Chrome plated.
  - 2. Fusible Link: Fusible solder link type temperature rated for specific area hazard.
- C. Sidewall Type: Standard, Semi-recessed or Recessed horizontal sidewall type with matching push on escutcheon plate and guard.
  - 1. Finish: Chrome plated.
  - 2. Escutcheon Plate Finish: Chrome plated.
  - 3. Fusible Link: Fusible solder link type temperature rated for specific area hazard.
- D. Dry Sprinklers: Standard, Recessed or Exposed pendant type with matching push on escutcheon plate.
  - 1. Finish: Chrome plated.
  - 2. Escutcheon Plate Finish: Chrome plated.
  - 3. Fusible Link: Fusible solder link type temperature rated for specific area hazard.
- E. Guards: Finish to match sprinkler finish.
- F. Spray Nozzles: Brass with solid cone discharge, 30 degrees of arc with blow-off dust cap.

## 2.03 PIPING SPECIALTIES

- A. Wet Pipe Sprinkler Alarm Valve: Check type valve with divided seat ring, rubber faced clapper to automatically actuate water motor alarm and electric alarm, with pressure retard chamber and variable pressure trim; with test and drain valve.
- B. Flooding Deluge Valve: Gate type valve with rubber faced disc actuated manually with water motor alarm and electric alarm, with alarm testing trim.
- C. Water Motor Alarm: Hydraulically operated impeller type alarm with aluminum alloy chrome plated gong and motor housing, nylon bearings, and inlet strainer.

## 2.04 PRESSURE MAINTENANCE PUMP

- A. Type: Close coupled motor and positive displacement pump unit.
- B. Construction: Bronze with stainless steel shafts, carbon bearings.
- C. Motor: Open drip proof, permanently lubricated.
- D. Electrical Characteristics:
  - 1. 0.33 hp.
  - 2. 115 volts, single phase, 60 Hz.
- E. Accessories: Include flexible hose connections, inlet strainer, and relief valve.
- F. Operation: Manual or Automatic with pressure switch actuation.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install in accordance with referenced NFPA design and installation standard.
- B. Install equipment in accordance with manufacturer's instructions.

- C. Place pipe runs to minimize obstruction to other work.
- D. Place piping in concealed spaces above finished ceilings.
- E. Center sprinklers in two directions in ceiling tile and provide piping offsets as required.
- F. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace painted sprinklers.
- G. Install and connect to fire pump system in accordance with Section 21 30 00.
- H. Flush entire piping system of foreign matter.
- I. Install guards on sprinklers where indicated.
- J. Hydrostatically test entire system.
- K. Require test be witnessed by Fire Marshal and authority having jurisdiction.

### **3.02 INTERFACE WITH OTHER PRODUCTS**

- A. Ensure required devices are installed and connected as required to fire alarm system.

**END OF SECTION**



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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nameplates.
- B. Pipe markers.

**1.02 REFERENCE STANDARDS**

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

**1.03 SUBMITTALS**

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

**PART 2 PRODUCTS**

**2.01 IDENTIFICATION APPLICATIONS**

- A. Air Handling Units: Nameplates.
- B. Heat Transfer Equipment: Nameplates.
- C. Piping: Pipe markers.

**2.02 MANUFACTURERS**

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

**2.03 NAMEPLATES**

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

**2.04 PIPE MARKERS**

- A. Color: Conform to ASME A13.1.
- B. Plastic Pipe Markers: Factory fabricated, flexible, semi- rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.
- C. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- D. Underground Plastic Pipe Markers: Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with Section 09 90 00 for stencil painting.

### **3.02 INSTALLATION**

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Apply stencil painting in accordance with Section 09 90 00.
- D. Install plastic pipe markers in accordance with manufacturer's instructions.
- E. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- F. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.
- G. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.
- H. Identify control panels and major control components outside panels with plastic nameplates.
- I. Identify thermostats relating to terminal boxes or valves with nameplates.
- J. Identify valves in main and branch piping with tags.
- K. Identify air terminal units and radiator valves with numbered tags.
- L. Tag automatic controls, instruments, and relays. Key to control schematic.
- M. Identify piping, concealed or exposed, with plastic pipe markers, plastic tape pipe markers or stencilled painting. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.
- N. Identify ductwork with plastic nameplates or stencilled painting. Identify with air handling unit identification number and area served. Locate identification at air handling unit, at each side of penetration of structure or enclosure, and at each obstruction.
- O. Locate ceiling tacks to locate valves, units, or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

**END OF SECTION**

**SECTION 23 07 19**  
**HVAC PIPING INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Piping insulation.
- B. Jackets and accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- B. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric].
- D. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
- E. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
- F. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
- G. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
- H. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
- I. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
- J. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
- K. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation.
- L. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- M. ASTM C585 - Standard Practice for Inner and Outer Diameters of Thermal Insulation for Nominal Sizes of Pipe and Tubing.
- N. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
- O. ASTM C610 - Standard Specification for Molded Expanded Perlite Block and Pipe Thermal Insulation.
- P. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
- Q. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber.
- R. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics.
- S. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- T. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- U. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association.
- V. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.

### **1.03 SUBMITTALS**

- A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- B. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

### **1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum three years of experience.

### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

### **1.06 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 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION**

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

### **2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION**

- A. Manufacturer:
  - 1. Armacell International: [www.armacell.com/#sle](http://www.armacell.com/#sle).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534 Grade 3; use molded tubular material wherever possible.
  - 1. Minimum Service Temperature: -40 degrees F.
  - 2. Maximum Service Temperature: 220 degrees F.
  - 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

### **2.03 JACKETS**

- A. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
  - 1. Thickness: 0.016 inch sheet.
  - 2. Finish: Smooth.
  - 3. Joining: Longitudinal slip joints and 2 inch laps.
  - 4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
  - 5. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.
- B. Stainless Steel Jacket: ASTM A666, Type 302 stainless steel.
  - 1. Thickness: 0.010 inch.
  - 2. Finish: Smooth.
  - 3. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.

## **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. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- E. 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.
- F. 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.
- G. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- H. 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.
- I. 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.
- J. 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.
- K. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with canvas jacket sized for finish painting.
- L. 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.
- M. Buried Piping: Provide factory fabricated assembly with inner all-purpose service jacket with self-sealing lap, and asphalt impregnated open mesh glass fabric, with one mil thick aluminum

foil sandwiched between three layers of bituminous compound; outer surface faced with a polyester film.

- N. 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. PIPING INSULATION SCHEDULES

1. General: Abbreviations used in the following schedules include:
  - a. Field Applied Jackets: P - PVC, K-Foil and Paper, A - Aluminum, SS - Stainless Steel.
  - b. Piping Sizes: NPS - Nominal Pipe Size.

#### B. INTERIOR PIPING APPLICATION SCHEDULE

1. Service: Condensate drain piping or equipment drains and overflows.
  - a. Operating Temperature: 35 to 75 deg F.
  - b. Insulation Material: Flexible elastomeric.
  - c. Insulation Thickness: 0.5 inch.
  - d. Jacket: PVC where not concealed above accessible ceilings.
  - e. Vapor Retarder Required: Yes.
  - f. Finish: None.
2. Service: Refrigerant liquid and suction.
  - a. Operating Temperature: 35 to 140 deg F.
  - b. Insulation Material: Flexible elastomeric.
  - c. Insulation Thickness: Apply the following insulation thicknesses:
    - 1) Pipe, 1" or less: 1.0 inch.
    - 2) Pipe, 1-1/8" and up: 1.5 inch.
  - d. Jacket: PVC where not concealed above accessible ceilings.
  - e. Vapor Retarder Required: Yes.
  - f. Finish: None.

#### C. EXTERIOR PIPING INSULATION APPLICATION SCHEDULE

1. Service: Refrigerant liquid and suction.
  - a. Operating Temperature: 35 to 140 deg F.
  - b. Insulation Material: Flexible elastomeric.
  - c. Insulation Thickness: Apply the following insulation thicknesses:
    - 1) Pipe, 1" or less: 1.0 inch.
    - 2) Pipe, 1-1/8" to 2": 1.5 inch.
    - 3) Pipe, 2-1/2" and up: 1.5 inch.
  - d. Jacket: Aluminum.
  - e. Vapor Retarder Required: Yes.
  - f. Finish: None.
2. Service: Condensate drain piping or equipment drains and overflows.
  - a. Operating Temperature: 35 to 75 deg F.
  - b. Insulation Material: Flexible elastomeric.
  - c. Insulation Thickness: 0.5 inch.
  - d. Jacket: Aluminum.
  - e. Vapor Retarder Required: Yes.
  - f. Finish: None.

**END OF SECTION**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Equipment drains and overflows.

**1.02 RELATED REQUIREMENTS**

- A. Section 23 05 53 - Identification for HVAC Piping and Equipment.
- B. Section 23 07 19 - HVAC Piping Insulation.
- C. Section 23 25 00 - HVAC Water Treatment: Pipe cleaning.

**1.03 REFERENCE STANDARDS**

- A. ASME B16.15 - Cast Copper Alloy Threaded Fittings Classes 125 and 250.
- B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
- C. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings.
- D. ASTM B32 - Standard Specification for Solder Metal.
- E. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
- F. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).
- G. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- H. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
- I. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- J. ASTM D2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
- K. ASTM D2855 - Standard Practice for the Two-Step (Primer & Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets.
- L. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.
- M. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

**PART 2 PRODUCTS**

**2.01 EQUIPMENT DRAINS AND OVERFLOWS**

- A. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), drawn; using one of the following joint types:
  - 1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22 solder wrought copper fittings; ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.
- B. PVC Pipe: ASTM D1785, Schedule 40, or ASTM D2241, SDR 21 or 26.

1. Fittings: ASTM D2466 or D2467, PVC.
2. Joints: Solvent welded in accordance with ASTM D2855.

## **2.02 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. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Malleable iron, adjustable swivel, split ring.
  3. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
  4. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
  5. Vertical Support: Steel riser clamp.
  6. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
  7. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

## **2.03 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS**

- A. Unions for Pipe 2 Inches and Less:
- B. Flanges for Pipe 2 Inches and Greater:
- C. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
  1. Dimensions and Testing: In accordance with AWWA C606.
  2. Mechanical Couplings: Comply with ASTM F1476.
  3. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
  4. When pipe is field grooved, provide coupling manufacturer's grooving tools.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Prepare pipe for grooved mechanical joints as required by coupling manufacturer.
- C. Remove scale and dirt on inside and outside before assembly.
- D. Prepare piping connections to equipment using jointing system specified.
- E. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.
- F. After completion, fill, clean, and treat systems. Refer to Section 23 25 00 for additional requirements.

### **3.02 INSTALLATION**

- A. All condensate piping concealed behind walls or above inaccessible ceilings shall be provided as copper.
- B. All condensate piping exterior to building shall be provided as copper with self regulating heat trace with ambient sensing thermostat connected to a dedicated 120V, 20A circuit.
- C. Install in accordance with manufacturer's instructions.
- D. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- E. Route piping in orderly manner, parallel to building structure, and maintain gradient.
- F. Install piping to conserve building space and to avoid interfere with use of space.
- G. Group piping whenever practical at common elevations.
- H. Slope piping and arrange to drain at low points.



### 3.03 SCHEDULES

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

**END OF SECTION**

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**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. Pressure relief valves.
- H. Filter-driers.
- I. Solenoid valves.
- J. Expansion valves.
- K. Receivers.
- L. Flexible connections.

**1.02 REFERENCE STANDARDS**

- A. AHRI 495 - Performance Rating of Refrigerant Liquid Receivers.
- B. AHRI 710 - Performance Rating of Liquid-Line Driers.
- C. AHRI 730 (I-P) - Flow Capacity Rating of Suction-Line Filters and Suction-Line Filter-Driers.
- D. AHRI 750 - Thermostatic Refrigerant Expansion Valves.
- E. AHRI 760 - Performance Rating of Solenoid Valves for Use With Volatile Refrigerants.
- F. ASHRAE Std 15 - Safety Standard for Refrigeration Systems.
- G. ASHRAE Std 34 - Designation and Safety Classification of Refrigerants.
- H. ASME BPVC-VIII-1 - Boiler and Pressure Vessel Code, Section VIII, Division 1 - Rules for Construction of Pressure Vessels.
- I. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications.
- J. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings.
- K. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
- L. ASME B31.5 - Refrigeration Piping and Heat Transfer Components.
- M. ASME B31.9 - Building Services Piping.
- N. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- O. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- P. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
- Q. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).
- R. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
- S. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.

- T. AWS A5.8M/A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
- U. AWS D1.1/D1.1M - Structural Welding Code - Steel.
- V. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.
- W. MSS SP-69 - Pipe Hangers and Supports - Selection and Application; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..
- X. MSS SP-89 - Pipe Hangers and Supports - Fabrication and Installation Practices; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..
- Y. UL 429 - Electrically Operated Valves.

### 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 MSS SP-69 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 gage taps at compressor inlet and outlet.
  - 3. Use gage taps at hot gas bypass regulators, inlet and outlet.
  - 4. Use check valves on compressor discharge.
  - 5. 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.
- F. Strainers:
  - 1. Use line size strainer upstream of each automatic valve.
  - 2. Where multiple expansion valves with integral strainers are used, use single main liquid line strainer.
  - 3. On steel piping systems, use strainer in suction line.
  - 4. Use shut-off valve on each side of strainer.
- G. Pressure Relief Valves: Use on ASME receivers and pipe to outdoors.
- H. Filter-Driers:
  - 1. Use a filter-drier immediately ahead of liquid-line controls, such as thermostatic expansion valves, solenoid valves, and moisture indicators.
  - 2. Use a filter-drier on suction line just ahead of compressor.
  - 3. Use sealed filter-driers in lines smaller than 1/2 inch outside diameter.
  - 4. Use sealed filter-driers in low temperature systems.
  - 5. Use sealed filter-driers in systems utilizing hermetic compressors.
  - 6. Use replaceable core filter-driers in lines of 1/2 inch outside diameter or greater.
  - 7. Use replaceable core liquid-line filter-driers in systems utilizing receivers.
  - 8. Use filter-driers for each solenoid valve.
- I. Solenoid Valves:

1. Use in liquid line of systems operating with single pump-out or pump-down compressor control.
  2. Use in liquid line of single or multiple evaporator systems.
  3. Use in oil bleeder lines from flooded evaporators to stop flow of oil and refrigerant into the suction line when system shuts down.
- J. Receivers:
1. Use on systems five tons and larger, sized to accommodate pump down charge.
  2. Use on systems with long piping runs.
- K. Flexible Connectors: Utilize at or near compressors where piping configuration does not absorb vibration.

#### **1.04 SUBMITTALS**

- A. Product Data: Provide general assembly of specialties, including manufacturers catalogue information. Provide manufacturers catalog data including load capacity.
- B. Shop Drawings: Indicate schematic layout of system, including equipment, critical dimensions, and sizes.
- C. Design Data: Submit design data indicating pipe sizing. Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.
- D. Test Reports: Indicate results of leak test, acid test.
- E. Manufacturer's Installation Instructions: Indicate support, connection requirements, and isolation for servicing.
- F. Submit welders certification of compliance with ASME (BPV IX) or AWS D1.1.
- G. Project Record Documents: Record exact locations of equipment and refrigeration accessories on record drawings.
- H. Maintenance Data: Include instructions for changing cartridges, assembly views, spare parts lists.

#### **1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing the type of work specified in this section, with minimum five years of documented experience.
- B. Design piping system under direct supervision of a Professional Engineer experienced in design of this type of work.
- C. Design piping system under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

#### **1.06 REGULATORY REQUIREMENTS**

- A. Conform to ASME B31.9 for installation of piping system.
- B. Welding Materials and Procedures: Conform to ASME (BPV IX) and applicable state labor regulations.
- C. Welders Certification: In accordance with ASME (BPV IX) or AWS D1.1.
- D. Products Requiring Electrical Connection: Listed and classified by UL, as suitable for the purpose indicated.

#### **1.07 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.

#### **1.08 MAINTENANCE PRODUCTS**

- A. See Section 01 6000 - Product Requirements, for additional provisions.
- B. Provide two refrigeration oil test kits each containing everything required to conduct one test.
- C. Provide two filter-dryer cartridges of each type.

### **PART 2 PRODUCTS**

#### **2.01 PIPING**

- A. Copper Tube: ASTM B280, H58 hard drawn .
  - 1. Fittings: ASME B16.22 wrought copper.
  - 2. Joints: Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy.
- B. Copper Tube to 7/8 inch OD: ASTM B88 (ASTM B88M), Type K (A), annealed.
  - 1. Fittings: ASME B16.26 cast copper.
  - 2. Joints: Flared.
- C. Pipe Supports and Anchors:
  - 1. Conform to ASTM F 708, MSS SP-58, MSS SP-69, and MSS SP-89.
  - 2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Carbon steel 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. Wall Support for Pipe Sizes 4 Inches and Over: Welded steel bracket and wrought steel clamp.
  - 7. Vertical Support: Steel riser clamp.
  - 8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
  - 9. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
  - 10. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.
  - 11. 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: See Schedules

#### **2.03 MOISTURE AND LIQUID INDICATORS**

- A. Manufacturers:
  - 1. Henry Technologies: [www.henrytech.com/#sle](http://www.henrytech.com/#sle).
  - 2. Parker Hannifin/Refrigeration and Air Conditioning: [www.parker.com/#sle](http://www.parker.com/#sle).
  - 3. Sporlan Valve Company: [www.sporlan.com/#sle](http://www.sporlan.com/#sle).
- B. Indicators: Single or Doubleport 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:
  - 1. Hansen Technologies Corporation: [www.hantech.com/#sle](http://www.hantech.com/#sle).
  - 2. Henry Technologies: [www.henrytech.com/#sle](http://www.henrytech.com/#sle).

3. Danfoss Flomatic: [www.flomatic.com/#sle](http://www.flomatic.com/#sle).
- B. Diaphragm Packless Valves:
  1. UL listed, globe or angle pattern, forged brass body and bonnet, phosphor bronze and stainless steel diaphragms, rising stem and handwheel, stainless steel spring, nylon seat disc, solder or flared ends, with positive backseating; for maximum working pressure of 500 psi and maximum temperature of 275 degrees F.
- C. Packed Angle Valves:
  1. Forged brass or nickel plated forged steel, forged brass seal caps with copper gasket, rising stem and seat with backseating, molded stem packing, solder or flared ends; for maximum working pressure of 500 psi and maximum temperature of 275 degrees F.
- D. 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.
- E. 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. Straight Line or Angle Line Type:
  1. Brass or steel shell, steel cap and flange, and replaceable cartridge, with screen of stainless steel wire or monel reinforced with brass; for maximum working pressure of 430 psi.
- B. Straight Line, Non-Cleanable Type:
  1. Steel shell, copper plated fittings, stainless steel wire screen, for maximum working pressure of 500 psi.

## 2.06 CHECK VALVES

- A. Manufacturers:
  1. Hansen Technologies Corporation: [www.hantech.com/#sle](http://www.hantech.com/#sle).
  2. Parker Hannifin/Refrigeration and Air Conditioning: [www.parker.com/#sle](http://www.parker.com/#sle).
  3. Sporlan Valve Company: [www.sporlan.com/#sle](http://www.sporlan.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. 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 500 psi.
- C. Straight Through Type:
  1. Brass body and disc, phosphor-bronze or stainless steel spring, neoprene seat; for maximum working pressure of 500 psi and maximum temperature of 200 degrees F.

## 2.07 PRESSURE REGULATORS

- A. Manufacturers:
  1. Hansen Technologies Corporation: [www.hantech.com/#sle](http://www.hantech.com/#sle).
  2. Parker Hannifin/Refrigeration and Air Conditioning: [www.parker.com/#sle](http://www.parker.com/#sle).
  3. Sporlan Valve Company: [www.sporlan.com/#sle](http://www.sporlan.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Brass body, stainless steel diaphragm, direct acting, adjustable over 0 to 80 psi range, for maximum working pressure of 450 psi.

## 2.08 PRESSURE RELIEF VALVES

- A. Manufacturers:
  - 1. Hansen Technologies Corporation: [www.hantech.com/#sle](http://www.hantech.com/#sle).
  - 2. Henry Technologies: [www.henrytech.com/#sle](http://www.henrytech.com/#sle).
  - 3. Sherwood Valve/Harsco Corporation: [www.sherwoodvalve.com/#sle](http://www.sherwoodvalve.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Straight Through or Angle Type: Brass body and disc, neoprene seat, factory sealed and stamped with ASME UV and National Board Certification NB, selected to ASHRAE Std 15, with standard setting of 425 psi, adjusted to meet system requirements.

## 2.09 FILTER-DRIERS

- A. Manufacturers:
  - 1. Flow Controls Division of Emerson Electric: [www.emersonflowcontrols.com/#sle](http://www.emersonflowcontrols.com/#sle).
  - 2. Parker Hannifin/Refrigeration and Air Conditioning: [www.parker.com/#sle](http://www.parker.com/#sle).
  - 3. Sporlan Valve Company: [www.sporlan.com/#sle](http://www.sporlan.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Performance:
  - 1. Flow Capacity - Liquid Line: As indicated in schedule, minimum, rated in accordance with AHRI 710.
  - 2. Flow Capacity - Suction Line: As indicated in schedule, minimum, rated in accordance with AHRI 730 (I-P).
  - 3. Water Capacity: As indicated in schedule, rated in accordance with AHRI 710.
  - 4. Pressure Drop: 2 psi, As indicated in schedule, maximum, when operating at full connected evaporator capacity.
  - 5. Design Working Pressure: As indicated in schedule or 350 psi, minimum.
- C. Cores: Molded or loose-fill molecular sieve desiccant compatible with refrigerant, activated alumina, activated charcoal, and filtration to 40 microns; of construction that will not pass into refrigerant lines.
- D. Construction: UL listed.
  - 1. Replaceable Core Type: Steel shell with removable cap.
  - 2. Sealed Type: Copper shell.
  - 3. Connections: As specified for applicable pipe type.

## 2.10 SOLENOID VALVES

- A. Manufacturers:
  - 1. Flow Controls Division of Emerson Electric: [www.emersonflowcontrols.com/#sle](http://www.emersonflowcontrols.com/#sle).
  - 2. Parker Hannifin/Refrigeration and Air Conditioning: [www.parker.com/#sle](http://www.parker.com/#sle).
  - 3. Sporlan Valve Company: [www.sporlan.com/#sle](http://www.sporlan.com/#sle).
- B. Valve: AHRI 760, pilot operated, copper or brass body and internal parts, synthetic seat, stainless steel stem and plunger assembly (permitting manual operation in case of coil failure), integral strainer, with flared, solder, or threaded ends; for maximum working pressure of 500 psi.
- C. Coil Assembly: UL 429, UL listed, replaceable with molded electromagnetic coil, moisture and fungus proof, with surge protector and color coded lead wires, integral junction box with pilot light.
- D. Electrical Characteristics: per drawings.

## 2.11 EXPANSION VALVES

- A. Manufacturers:



1. Flow Controls Division of Emerson Electric: [www.emersonflowcontrols.com/#sle](http://www.emersonflowcontrols.com/#sle).
  2. Parker Hannifin/Refrigeration and Air Conditioning: [www.parker.com/#sle](http://www.parker.com/#sle).
  3. Sporlan Valve Company: [www.sporlan.com/#sle](http://www.sporlan.com/#sle).
- B. Angle or Straight Through Type: AHRI 750; design suitable for refrigerant, brass body, internal or external equalizer, mechanical pressure limit (maximum operating pressure MOP feature), adjustable superheat setting, replaceable inlet strainer, with replaceable capillary tube and remote sensing bulb and remote bulb well.
- C. Selection: Evaluate refrigerant pressure drop through system to determine available pressure drop across valve. Select valve for maximum load at design operating pressure and minimum 10 degrees F superheat. Select to avoid being undersized at full load and excessively oversized at part load.

## 2.12 ELECTRONIC EXPANSION VALVES

- A. Manufacturers:
1. Danfoss Automatic Controls: [www.danfoss.com](http://www.danfoss.com).
  2. Parker Hannifin/Refrigeration and Air Conditioning: [www.parker.com/#sle](http://www.parker.com/#sle).
  3. Sporlan Valve Company: [www.sporlan.com/#sle](http://www.sporlan.com/#sle).
- B. Valve:
1. Brass body with flared or solder connection, needle valve with floating needle and machined seat, stepper motor drive.
  2. Capacity: per drawings.
  3. Electrical Characteristics: per drawings.
- C. Evaporation Control System:
1. Electronic microprocessor based unit in enclosed case, proportional integral control with adaptive superheat, maximum operating pressure function, preselection allowance for electrical defrost and hot gas bypass.
  2. Electrical Characteristics: per drawings.
- D. Refrigeration System Control: Electronic microprocessor based unit in enclosed case, with proportional integral control of valve, on/off thermostat, air temperature alarm (high and low), solenoid valve control, liquid injection adaptive superheat control, maximum operating pressure function, night setback thermostat, timer for defrost control.

## 2.13 RECEIVERS

- A. Manufacturers:
1. Henry Technologies: [www.henrytech.com/#sle](http://www.henrytech.com/#sle).
  2. Parker Hannifin/Refrigeration and Air Conditioning: [www.parker.com/#sle](http://www.parker.com/#sle).
  3. Sherwood Valve/Harsco Corporation: [www.sherwoodvalve.com/#sle](http://www.sherwoodvalve.com/#sle).
- B. Internal Diameter 6 inch and Smaller:
1. AHRI 495, UL listed, steel, brazed; 400 psi maximum pressure rating, with tappings for inlet, outlet, and pressure relief valve.
- C. Internal Diameter Over 6 inch:
1. AHRI 495, welded steel, tested and stamped in accordance with ASME (BPV VIII, 1); 400 psi with tappings for liquid inlet and outlet valves, pressure relief valve, and magnetic liquid level indicator.

## 2.14 FLEXIBLE CONNECTORS

- A. Manufacturers:
1. Circuit Hydraulics, Ltd: [www.circuit-hydraulics.co.uk](http://www.circuit-hydraulics.co.uk).
  2. Flexicraft Industries: [www.flexicraft.com/#sle](http://www.flexicraft.com/#sle).
  3. Penflex: [www.penflex.com/#sle](http://www.penflex.com/#sle).

- B. Corrugated stainless steel or bronze hose with single layer of stainless steel exterior braiding, minimum 9 inches long with copper tube ends; for maximum working pressure of 500 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.
- C. Prepare piping connections to equipment with flanges or unions.

### **3.02 INSTALLATION**

- A. Install refrigeration specialties in accordance with manufacturer's instructions.
- B. Route piping in orderly manner, with plumbing parallel to building structure, and maintain gradient.
- C. Install piping to conserve building space and avoid interference with use of space.
- D. Group piping whenever practical at common elevations and locations. Slope piping one percent in direction of oil return.
- E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- F. 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 flush with top of or recessed into and grouted flush with slab.
- G. Pipe Hangers and Supports:
  - 1. Install in accordance with ASTM F 708 and MSS SP-89.
  - 2. Support horizontal piping as scheduled.
  - 3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
  - 4. Place hangers within 12 inches of each horizontal elbow.
  - 5. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
  - 6. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
  - 7. Provide copper plated hangers and supports for copper piping.
- H. Arrange piping to return oil to compressor. Provide traps and loops in piping, and provide double risers as required. Slope horizontal piping 0.40 percent in direction of flow.
- I. Provide clearance for installation of insulation and access to valves and fittings.
- J. Provide access to concealed valves and fittings. Coordinate size and location of access doors with Section 08 31 00.
- K. Flood piping system with nitrogen when brazing.
- L. Where pipe support members are welded to structural building frame, brush clean, and apply one coat of zinc rich primer to welding.

- M. Prepare unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Section 09 90 00.
- N. Follow ASHRAE Std 15 procedures for charging and purging of systems and for disposal of refrigerant.
- O. Provide replaceable cartridge filter-driers, with isolation valves and valved bypass.
- P. Locate expansion valve sensing bulb immediately downstream of evaporator on suction line.
- Q. Provide external equalizer piping on expansion valves with refrigerant distributor connected to evaporator.
- R. Install flexible connectors at right angles to axial movement of compressor, parallel to crankshaft.
- S. Fully charge completed system with refrigerant after testing.
- T. Provide electrical connection to solenoid valves. Refer to Section 26 05 83.

### 3.03 FIELD QUALITY CONTROL

- A. Test refrigeration system in accordance with ASME B31.5.
- B. Pressure test system with dry nitrogen to 200 psi. Perform final tests at 27 inches vacuum and 200 psi using electronic leak detector. Test to no leakage.

### 3.04 SCHEDULES

- A. Hanger Spacing for Copper Tubing.
  - 1. 1/2 inch, 5/8 inch, and 7/8 inch OD: Maximum span, 5 feet; minimum rod size, 3/8 inch.
  - 2. 1-1/8 inch OD: Maximum span, 6 feet; minimum rod size, 3/8 inch.
  - 3. 1-3/8 inch OD: Maximum span, 7 feet; minimum rod size, 3/8 inch.
  - 4. 1-5/8 inch OD: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  - 5. 2-1/8 inch OD: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  - 6. 2-5/8 inch OD: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  - 7. 3-1/8 inch OD: Maximum span, 10 feet; minimum rod size, 3/8 inch.
  - 8. 3-5/8 inch OD: Maximum span, 11 feet; minimum rod size, 1/2 inch.
  - 9. 4-1/8 inch OD: Maximum span, 12 feet; minimum rod size, 1/2 inch.
- B. Hanger Spacing for Steel Piping.
  - 1. 1/2 inch, 3/4 inch, and 1 inch: Maximum span, 7 feet; minimum rod size, 3/8 inch.
  - 2. 1-1/4 inches: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  - 3. 1-1/2 inches: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  - 4. 2 inches: Maximum span, 10 feet; minimum rod size, 3/8 inch.
  - 5. 2-1/2 inches: Maximum span, 11 feet; minimum rod size, 3/8 inch.
  - 6. 3 inches: Maximum span, 12 feet; minimum rod size, 3/8 inch.
  - 7. 4 inches: Maximum span, 12 feet; minimum rod size, 1/2 inch.

**END OF SECTION**

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**SECTION 23 81 27**  
**SMALL SPLIT-SYSTEM HEATING AND COOLING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Air cooled condensing units.
- B. Indoor ductless fan & coil units.
- C. Controls.

**1.02 RELATED REQUIREMENTS**

- A. Section 22 10 05 - Plumbing Piping: Indoor coil condensate drain.
- B. 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**

- A. AHRI 270 - Sound Performance Rating of Outdoor Unitary Equipment.
- B. AHRI 520 - Performance Rating of Positive Displacement Condensing Units.
- C. AHRI 610 (I-P) - Performance Rating Of Central System Humidifiers for Residential Applications.
- D. ASHRAE Std 15 - Safety Standard for Refrigeration Systems.
- E. ASHRAE Std 23.1 - Methods of Testing for Rating the Performance of Positive Displacement Refrigerant Compressors and Condensing Units that Operate at Subcritical Temperatures of the Refrigerant.
- F. ASHRAE Std 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
- G. ASHRAE Std 90.1 I-P - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- H. ASHRAE Std 90.2 - Energy-Efficient Design of Low-Rise Residential Buildings.
- I. ASHRAE Std 103 - Methods of Testing for Annual Fuel Utilization Efficiency of Residential Central Furnaces and Boilers.
- J. NEMA MG 1 - Motors and Generators.
- K. NFPA 31 - Standard for the Installation of Oil Burning Equipment.
- L. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.
- M. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.
- N. NFPA 211 - Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances.
- O. UL 207 - Standard for Refrigerant-Containing Components and Accessories, Nonelectrical.

**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. Project Record Documents: Record actual locations of components and connections.

- G. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.
- H. Warranty: Submit manufacturers warranty and ensure forms have been filled out in Owner'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 10 years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years of documented experience and approved by manufacturer.

#### **1.06 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturers warranty for heat exchangers, condensing units, and compressors.
- C. Provide five year manufacturers warranty for electronic air cleaners.

#### **1.07 EXTRA MATERIALS**

- A. See Section 01 6000 - Project Requirements, for additional provisions.
- B. Provide two filters for each indoor unit.
- C. Provide two pilot thermocouples.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Sanyo:
- B. Mitsubishi:
- C. LG:
- D. Daikin.
- E. Samsung
- F. 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 .
  - 2. Heating: Natural gas fired; As scheduled.
  - 3. Cooling: Outdoor electric condensing unit with evaporator coil in central ducted indoor unit or coils in multiple .
  - 4. Provide refrigerant lines internal to units and between indoor and outdoor units, factory cleaned, dried, pressurized and sealed, with insulated suction line.
- B. Performance Requirements: See Drawings for additional requirements.
  - 1. Efficiency: Energy Efficiency Rating (EER)/Coefficient of Performance (COP) not less than requirements of ASHRAE Std 90.1; seasonal efficiency to ASHRAE Std 103.

### 2.03 INDOOR UNITS FOR DUCTLESS SYSTEMS

- A. Indoor Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, evaporator coil, and controls; wired for single power connection with control transformer.
- B. 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. Manufacturer: System manufacturer.

### 2.04 OUTDOOR UNITS

- A. Outdoor Units: Self-contained, packaged, pre-wired unit consisting of cabinet, with compressor and condenser.
  - 1. Cabinet: Steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner.
  - 2. Construction and Ratings: In accordance with AHRI 210/240 with testing in accordance with ASHRAE Std 23.1 and UL 207.
- B. Compressor: As scheduled ARI 520; hermetic, single or two speed 1800 and 3600 rpm, resiliently mounted integral with condenser, with positive lubrication, crankcase heater, high pressure control, motor overload protection, service valves and drier. Provide time delay control to prevent short cycling and rapid speed changes.
- C. Air Cooled Condenser: ARI 520; Aluminum fin and copper tube coil, with direct drive axial propeller fan resiliently mounted, galvanized fan guard.
- D. Accessories: Filter drier, high pressure switch (manual reset), low pressure switch (automatic reset), service valves and gage ports, thermometer well (in liquid line).
  - 1. Provide thermostatic expansion valves.
  - 2. Provide heat pump reversing valves.
- E. 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.
- F. Mounting Pad: Minimum square; minimum of two located under cabinet feet.

### 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. System selector switch (heat-off-cool) and fan control switch (auto-on).
  - 2. Automatic switching from heating to cooling.
  - 3. Preferential rate control to minimize overshoot and deviation from setpoint.
  - 4. Set-up for four separate temperatures per day.
  - 5. Instant override of setpoint for continuous or timed period from one hour to 31 days.
  - 6. Short cycle protection.
  - 7. Programming based on every day of the week.
  - 8. Selection features including degree F or degree C display, 12 or 24 hour clock, keyboard disable, remote sensor, fan on-auto.
  - 9. Battery replacement without program loss.
  - 10. Thermostat display:
    - a. Time of day.
    - b. Actual room temperature.

- c. Programmed temperature.
- d. Programmed time.
- e. Duration of timed override.
- f. Day of week.
- g. System mode indication: heating, cooling, fan auto, off, and on, auto or on, off.
- 11. Manufacturers:
  - a. Matching unit manufacturer or provided by Building Automation System vendor..

### **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.
- D. Verify that water supply is available for humidifier.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions and requirements of local authorities having jurisdiction.
- B. Install in accordance with NFPA 90A and NFPA 90B.
- C. Provide vent connections in accordance with NFPA 211.
- D. Install refrigeration systems in accordance with ASHRAE Std 15.
- E. Mount counterflow furnaces installed on combustible floors on additive base.

**END OF SECTION**



**SECTION 26 05 01**  
**MINOR ELECTRICAL DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical demolition.

**1.02 RELATED REQUIREMENTS**

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

**1.03 SUBMITTALS**

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

**PART 2 PRODUCTS**

**2.01 MATERIALS AND EQUIPMENT**

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

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- 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 Owner before disturbing existing installation.
- E. Report discrepancies to Architect before disturbing existing installation.
- F. Beginning of demolition means installer accepts existing conditions.

**3.02 PREPARATION**

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.
  - 2. Make temporary connections to maintain service in areas adjacent to work area.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner before partially or completely disabling system.
  - 2. Notify local fire service.
  - 3. Make notifications at least 24 hours in advance.
  - 4. Make temporary connections to maintain service in areas adjacent to work area.
- F. Existing Telephone System: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner at least 24 hours before partially or completely disabling system.

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

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

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Disconnect and remove abandoned panelboards and distribution equipment.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

### **3.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. 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.
- C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.

**END OF SECTION**

**SECTION 26 05 19**

**LV ELEC. POWER CONDUCTORS AND CABLES (600V&LESS)**

**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.
- E. Electrical tape.
- F. Wire pulling lubricant.
- G. Cable ties.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 01 - Minor Electrical Demolition: Disconnection, removal, and/or extension of existing electrical conductors and cables.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 28 31 00 - Fire Detection and Alarm: Fire alarm system conductors and cables.
- F. Section 31 23 16 - Excavation.
- G. Section 31 23 16.13 - Trenching: Excavating, bedding, and backfilling.
- H. Section 31 23 23 - Fill: Bedding and backfilling.

**1.03 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes.
- C. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation.
- D. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- F. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC).
- G. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy.
- H. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- I. NFPA 70 - National Electrical Code.
- J. UL 44 - Thermoset-Insulated Wires and Cables.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables.
- L. UL 486A-486B - Wire Connectors.
- M. UL 486C - Splicing Wire Connectors.

- N. UL 486D - Sealed Wire Connector Systems.
- O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape.
- P. UL 1569 - Metal-Clad Cables.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the installation of direct burial cable with other trades to avoid conflicts with piping or other potential conflicts.
  - 3. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  - 4. Notify Architect and Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- C. Product Data: Provide for each cable assembly type.
- D. Samples of Actual Product Delivered: Submit one 18 inch length of cable assembly from each reel.
  - 1. Select each length to include complete set of manufacturer markings.
  - 2. Attach tag indicating cable size and application information.
- E. Test Reports: Indicate procedures and values obtained.
- F. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.
- G. 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.
- H. Project Record Documents: Record actual locations of components and circuits.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

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

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

## 1.08 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

## PART 2 PRODUCTS

### 2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Metal-clad cable is permitted only as follows:
  - 1. Where not otherwise restricted, may be used:
    - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
      - 1) Maximum Length: 6 feet.
    - b. Where concealed in hollow stud walls, above accessible ceilings, and under raised floors for branch circuits up to 20 A.
  - 2. In addition to other applicable restrictions, may not be used:
    - a. Unless approved by Owner.
    - b. Where not approved for use by the authority having jurisdiction.
    - c. Where exposed to view.
    - d. Where exposed to damage.
    - e. For damp, wet, or corrosive locations, .
    - f. For isolated ground circuits, unless provided with an additional isolated/insulated grounding conductor.
- D. Concealed Dry Interior Locations: Use only building wire in raceway or metal clad cable type THHN/THHW.
- E. Exposed Dry Interior Locations: Use only building wire in raceway type THHN/THHW.
- F. Above Accessible Ceilings: Use only building wire in raceway or metal clad cable type THHN.
- G. Wet or Damp Interior Locations: Use only building wire in raceway type THW.
- H. Exterior Locations: Use only building wire in raceway type THHW.
- I. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
- J. Use solid conductors for control circuits.
- K. Use conductor not smaller than 12 AWG for power and lighting circuits.
- L. Use conductor not smaller than 16 AWG for control circuits.
- M. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- N. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.

### 2.02 CONDUCTOR AND CABLE MANUFACTURERS

- A. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
- B. Southwire Company: [www.southwire.com](http://www.southwire.com).
- C. Houston Wire and Cable Co.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.03 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- I. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- J. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
      - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
  - 2. Control Circuits: 14 AWG.
- K. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- L. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
  - 3. Color Code:
    - a. 480Y/277 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange.
      - 3) Phase C: Yellow.
      - 4) Neutral/Grounded: Gray.
    - b. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - c. Equipment Ground, All Systems: Green.
    - d. Isolated Ground, All Systems: Green with yellow stripe.
    - e. For control circuits, comply with manufacturer's recommended color code.

## 2.04 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
  - 1. Copper Building Wire:
    - a. Cerro Wire LLC: [www.cerrowire.com/#sle](http://www.cerrowire.com/#sle).
    - b. Encore Wire Corporation: [www.encorewire.com/#sle](http://www.encorewire.com/#sle).
    - c. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
  - 2. Control Circuits: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
- F. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG and Larger: Copper.
- G. Insulation Voltage Rating: 600 volts.
- H. Insulation: NFPA 70, Type THHW/THWN/THHN/THW.
- I. Insulation: Thermoplastic material rated 75/90 degrees C.

## 2.05 METAL-CLAD CABLE

- A. Manufacturers:
  - 1. AFC Cable Systems Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  - 2. Encore Wire Corporation: [www.encorewire.com/#sle](http://www.encorewire.com/#sle).
  - 3. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- C. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- F. Provide dedicated neutral conductor for each phase conductor where indicated or required.
- G. Grounding: Full-size integral equipment grounding conductor.
  - 1. Provide additional isolated/insulated grounding conductor where indicated or required.
- H. Armor: Steel, interlocked tape.
- I. Insulation Temperature Rating: 75/90 degrees C.

## 2.06 METAL CLAD CABLE

- A. Description: NFPA 70, Type MC.
- B. Conductor: Copper.

1. For Sizes Smaller Than 4 AWG: Copper.
  2. For Sizes 4 AWG and Larger: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 90 degrees C.
- E. Insulation Material: Thermoplastic.
- F. Armor Material: Steel.
- G. Armor Design: Interlocked metal tape.
- H. Jacket: PVC.

## **2.07 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
- C. Wiring Connectors for Splices and Taps:
1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- D. Wiring Connectors for Terminations:
1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  2. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
  3. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
  4. Conductors for Control Circuits: Use crimped terminals for all connections.
- E. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - c. NSI Industries LLC: [www.nsiindustries.com/#sle](http://www.nsiindustries.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Mechanical Connectors: Provide bolted type or set-screw type.
1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Compression Connectors: Provide circumferential type or hex type crimp configuration.
1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.



- H. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
  - 1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilSCO.com/#sle](http://www.ilSCO.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).

## 2.08 WIRING ACCESSORIES

- A. Electrical Tape:
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Plymouth Rubber Europa: [www.plymouthrubber.com/#sle](http://www.plymouthrubber.com/#sle).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 8.5 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
    - a. Product: 3M- Scotch Vinyl Electrical Tape Super 88.
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. American Polywater Corporation: [www.polywater.com/#sle](http://www.polywater.com/#sle).
    - c. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Cable Ties: Material and tensile strength rating suitable for above application. Cable ties shall be plenum rated where installed in plenums and above ceiling.
  - 1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com/#sle](http://www.burndy.com/#sle).
    - b. 3M : [www.mmm.com](http://www.mmm.com).
    - c. Thomas & Betts: [www.tnb.com](http://www.tnb.com)
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Split Bolt Connectors: Description: Connector suitable for copper to copper connection tested and listed to UL 486A requirements. Black burn type-H or equal.
  - 1. Product: Thomas R Betts or equal
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
  - 3. Product: Thomas R Betts or equal
- E. Spring Wire Connectors: Description: Flame retardant thermoplastic shell with plated steel square wire spring gated for 105 degrees C, 600 volts, Thomas and Betts fixed spring wire connectors or equal.
  - 1. Product: Ideal or equal

## 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 shown on the drawings.
- 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. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Arrange circuiting to minimize splices.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. 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.
- F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- G. 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.
  - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
- H. 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.
- I. Install conductors with a minimum of 12 inches of slack at each outlet.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- L. 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.
  5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- M. 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.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- 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.
  3. Include wire and cable of lengths required to install connected devices within 10 ft of location shown.
- 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 suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
- AC. 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.
- AD. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- AE. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- AF. Trench and backfill for direct burial cable installation as specified in Sections 31 2316 and 31 2323; Section 31 2316 13. Install warning tape along entire length of direct burial cable, within 3 inches of grade.

AG. Identify and color code wire and cable under provisions of Section 26 0553. Identify each conductor with its circuit number or other designation indicated.

**3.04 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- B. Perform field inspection and testing in accordance with Section 01 4000.
- 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.
  - 1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.
- 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 frame of the building.
  - 3. Existing metal underground gas piping system.
  - 4. Metal underground gas piping system.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): 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 26 56 00 - Exterior Lighting: Additional grounding and bonding requirements for pole-mounted luminaires.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- C. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.
- D. NFPA 70 - National Electrical Code.
- E. UL 467 - Grounding and Bonding Equipment.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Verify exact locations of underground metal water service pipe entrances to building.
  - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
  - 3. Notify Architect of any conflicts with or deviations from the 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. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- C. Product Data: Provide for grounding electrodes and connections.
- D. Test Reports: Indicate overall resistance to ground and resistance of each electrode.

- E. 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.
- F. Field quality control test reports.
- G. Project Record Documents: Record actual locations of components and grounding electrodes.

#### **1.07 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

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

### **PART 2 PRODUCTS**

#### **2.01 GROUNDING AND BONDING REQUIREMENTS**

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding System Resistance:
  - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
  - 2. 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 Underground Water Pipe(s):
    - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
    - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.

#### **GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

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- c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
- 3. Metal Building or Structure Frame:
  - a. Provide connection to metal building or structure frame effectively grounded in accordance with NFPA 70 at nearest accessible location.
- F. Bonding and Equipment Grounding:
  - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
  - 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
  - 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
  - 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
  - 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
  - 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
  - 7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
    - a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
    - b. Metal gas piping.

## 2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  - 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 19:
  - 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.
    - a. Exceptions:
      - 1) Use exothermic welded connections for connections to metal building frame.
  - 4. Manufacturers - Mechanical and Compression Connectors:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. Harger Lightning & Grounding: [www.harger.com/#sle](http://www.harger.com/#sle).

- c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
- d. Substitutions: See Section 01 60 00 - Product Requirements.
- 5. Manufacturers - Exothermic Welded Connections:
  - a. Burndy: [www.burndy.com](http://www.burndy.com).
  - b. Cadweld, a brand of Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
  - c. ThermOweld, a brand of Continental Industries, Inc: [www.thermoweld.com/#sle](http://www.thermoweld.com/#sle).
  - d. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Ground Bars:
  - 1. Description: Copper rectangular ground bars with mounting brackets and insulators.
  - 2. Size: As indicated.
  - 3. Holes for Connections: As indicated or as required for connections to be made.
  - 4. Manufacturers:
    - a. Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
    - b. Harger Lightning & Grounding: [www.harger.com/#sle](http://www.harger.com/#sle).
    - c. ThermOweld, a brand of Continental Industries, Inc: [www.thermoweld.com/#sle](http://www.thermoweld.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.03 MANUFACTURERS**

- A. Cooper Power Systems: [www.cooperpower.com](http://www.cooperpower.com).
- B. Framatome Connectors International: [www.fciconnect.com](http://www.fciconnect.com).
- C. Lightning Master Corporation: [www.lightningmaster.com](http://www.lightningmaster.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.04 CONNECTORS AND ACCESSORIES**

- A. Mechanical Connectors: Bronze.
  - 1. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wire: Stranded copper.
- C. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

## **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 shown on the drawings.
- 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. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- 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. Provide bonding to meet requirements described in Quality Assurance.
- F. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing. Each of branch circuits and feeder circuits shall have dedicated equipment grounding conductor, sharing this conductor with other grounding conductors is not permitted.

### **3.03 FIELD QUALITY CONTROL**

- A. Perform inspection in accordance with Section 01 40 00.
- B. Inspect and test in accordance with NETA ATS except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.
- F. Submit detailed reports indicating inspection and testing results and corrective actions taken.

**END OF SECTION**

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## **SECTION 26 05 29**

### **HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.
- D. MFMA-4 - Metal Framing Standards Publication.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- F. NFPA 70 - National Electrical Code.

##### **1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
  - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
  - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 30 00.

##### **1.04 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 channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.
- C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.
- D. Product Data: Provide manufacturer's catalog data for fastening systems.
- E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

##### **1.05 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

- C. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

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

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

## **PART 2 PRODUCTS**

### **2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 1.5. 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.
  - 3. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
    - c. O-Z/Gedney, a brand of Emerson Electric Co: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
  - 1. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
    - c. O-Z/Gedney, a brand of Emerson Electric Co: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - d. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.

1. Comply with MFMA-4.
2. Channel Material:
  - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
  - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
3. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
4. Minimum Channel Dimensions: 1-5/8 inch width by 1-5/8 inch height.
5. Manufacturers:
  - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
  - b. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
  - c. Unistrut, a brand of Atkore International Inc: [www.unistrut.com/#sle](http://www.unistrut.com/#sle).
  - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - e. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
  1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2 inch diameter.
    - b. Busway Supports: 1/2 inch diameter.
    - c. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
    - d. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
    - e. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
    - f. Outlet Boxes: 1/4 inch diameter.
    - g. Luminaires: 1/4 inch diameter.
- F. Anchors and Fasteners:
  1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
  3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
  4. Hollow Masonry: Use toggle bolts.
  5. Hollow Stud Walls: Use toggle bolts.
  6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
  7. Sheet Metal: Use sheet metal screws.
  8. Wood: Use wood screws.
  9. Plastic and lead anchors are not permitted.
  10. Powder-actuated fasteners are not permitted.
  11. Hammer-driven anchors and fasteners are not permitted.
  12. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
    - a. Comply with MFMA-4.
    - b. Channel Material: Use galvanized steel.
    - c. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch minimum base metal thickness.
    - d. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

## 2.02 MANUFACTURERS

- A. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- B. Threaded Rod Company: [www.threadedrod.com](http://www.threadedrod.com).
- 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:
  - 1. Do not use powder-actuated anchors.
  - 2. Obtain permission from Architect before using powder-actuated anchors.
  - 3. Concrete Structural Elements: Use precast inserts.
  - 4. Steel Structural Elements: Use beam clamps.
  - 5. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
  - 6. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use hollow wall fasteners.
  - 7. Solid Masonry Walls: Use expansion anchors.
  - 8. Sheet Metal: Use sheet metal screws.
  - 9. Wood Elements: Use wood screws.
- D. Formed Steel Channel:
  - 1. Product: manufactured by [B-Line.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

- H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.

**3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION**

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**SECTION 26 05 34**  
**CONDUIT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Flexible metal conduit (FMC).
- C. Liquidtight flexible metal conduit (LFMC).
- D. Electrical metallic tubing (EMT).
- E. Rigid polyvinyl chloride (PVC) conduit.
- F. Conduit fittings.
- G. Accessories.
- H. Conduit, fittings and conduit bodies.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete encasement of conduits.
- B. Section 07 84 00 - Firestopping.
- C. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): Metal clad cable (Type MC) and armored cable (Type AC), including uses permitted.
- D. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
  - 1. Includes additional requirements for fittings for grounding and bonding.
- E. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- F. Section 26 05 37 - Boxes.
- G. Section 26 0553 - Identification for Electrical Systems.
- H. Section 26 05 37 - Boxes.
- I. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- J. Section 27 10 00 - Structured Cabling: Additional requirements for communications systems conduits.

**1.03 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT).
- C. ANSI C80.5 - American National Standard for Electrical Rigid Aluminum Conduit (ERAC).
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT).
- F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC).
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
- H. UL 1 - Flexible Metal Conduit.
- I. UL 6 - Electrical Rigid Metal Conduit-Steel.
- J. UL 360 - Liquid-Tight Flexible Steel Conduit.
- K. UL 514B - Conduit, Tubing, and Cable Fittings.
- L. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings.

M. UL 797 - Electrical Metallic Tubing-Steel.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

A. Coordination:

1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

#### **1.05 SUBMITTALS**

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

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

C. Shop Drawings:

1. Include proposed locations of roof penetrations and proposed methods for sealing.

D. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.

E. Product Data: Provide for metallic conduit and flexible metal conduit.

F. Samples of Materials Actually Delivered to Site:

1. Two pieces each of conduit, 2 feet long.

G. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches.

#### **1.06 QUALITY ASSURANCE**

A. Conform to requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

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

D. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

#### **1.07 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.

D. Protect PVC conduit from sunlight.

## **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 rigid PVC conduit.
  - 2. Exterior, Direct-Buried: Use rigid PVC conduit.
  - 3. Exterior, Embedded Within Concrete: Use rigid PVC conduit.
  - 4. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.
  - 5. Where rigid polyvinyl (PVC) conduit larger than 2 inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit elbows for bends.
  - 6. Where steel conduit is installed in direct contact with earth where soil has a resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape to provide supplementary corrosion protection or use PVC-coated galvanized steel rigid metal conduit.
- D. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit.
- E. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).
- F. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).
- G. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
- H. Interior Mechanical room or boiler room: Use galvanized steel rigid metal conduit.
- I. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
  - 1. Locations subject to physical damage include, but are not limited to:
    - a. Where exposed below 10 feet, except within electrical and communication rooms or closets.
    - b. Where exposed below 20 feet in warehouse areas.
- J. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- K. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.
- L. Connections to Vibrating Equipment:
  - 1. Dry Locations: Use flexible metal conduit.
  - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
  - 3. Maximum Length: 6 feet unless otherwise indicated.
  - 4. Vibrating equipment includes, but is not limited to:
    - a. Transformers.
    - b. Motors.

### **2.02 CONDUIT REQUIREMENTS**

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Electrical Service Conduits: Also comply with Section 26 2701.
- C. Communications Systems Conduits: Also comply with Section 27 10 00.

- D. Fittings for Grounding and Bonding: Also comply with Section 26 05 26.
- E. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- F. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
- G. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
  - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
  - 3. Control Circuits: 1/2 inch (16 mm) trade size.
- H. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

### **2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  - 2. Republic Conduit: [www.republic-conduit.com/#sle](http://www.republic-conduit.com/#sle).
  - 3. Wheatland Tube Company: [www.wheatland.com/#sle](http://www.wheatland.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

### **2.04 METAL CONDUIT**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedtube.com](http://www.alliedtube.com).
  - 2. Beck Manufacturing, Inc: [www.beckmfg.com](http://www.beckmfg.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  - 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.

### **2.05 FLEXIBLE METAL CONDUIT (FMC)**

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  - 2. Electri-Flex Company: [www.electriflex.com/#sle](http://www.electriflex.com/#sle).
  - 3. International Metal Hose: [www.metalhose.com/#sle](http://www.metalhose.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
- D. Description: Interlocked steel construction.
- E. Fittings: NEMA FB 1.

## **2.06 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  - 2. Electri-Flex Company: [www.electriflex.com/#sle](http://www.electriflex.com/#sle).
  - 3. International Metal Hose: [www.metalhose.com/#sle](http://www.metalhose.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.

## **2.07 ELECTRICAL METALLIC TUBING (EMT)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  - 2. Republic Conduit: [www.republic-conduit.com/#sle](http://www.republic-conduit.com/#sle).
  - 3. Wheatland Tube Company: [www.wheatland.com/#sle](http://www.wheatland.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Connectors and Couplings: Use compression (gland) or set-screw type.
    - a. Do not use indenter type connectors and couplings.

## 2.08 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Manufacturers:
  - 1. Cantex Inc: [www.cantexinc.com/#sle](http://www.cantexinc.com/#sle).
  - 2. Carlon, a brand of Thomas & Betts Corporation: [www.carlon.com/#sle](http://www.carlon.com/#sle).
  - 3. JM Eagle: [www.jmeagle.com/#sle](http://www.jmeagle.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- C. 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.

## 2.09 ACCESSORIES

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.
- C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify routing and termination locations of conduit prior to rough-in.
- E. 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. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- E. Conduit Routing:
  - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
  - 2. When conduit destination is indicated without specific routing, determine exact routing required.
  - 3. Conceal all conduits unless specifically indicated to be exposed.
  - 4. Conduits in the following areas may be exposed, unless otherwise indicated:
    - a. Electrical rooms.
    - b. Mechanical equipment rooms.
    - c. Within joists in areas with no ceiling.
- F. Conduit Support:

1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
  2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
  3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
  4. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
  5. Use conduit clamp to support single conduit from beam clamp or threaded rod.
  6. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
- G. 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.
- H. 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.
- I. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  2. Where conduits are subject to earth movement by settlement or frost.
- J. 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.
- K. Provide grounding and bonding in accordance with Section 26 05 26.
- L. Identify conduits in accordance with Section 26 05 53.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

### **3.04 CLEANING**

- A. Clean interior of conduits to remove moisture and foreign matter.

### **3.05 PROTECTION**

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

### **3.06 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 8400.
- 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 roofing section.

**END OF SECTION**



**SECTION 26 05 37**  
**BOXES**

**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 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 27 26 - Wiring Devices:
  - 1. Wall plates.
- E. Section 26 2716 - Electrical Cabinets and Enclosures.
- F. Section 26 2726 - Wiring Devices: Wall plates in finished areas, floor box service fittings, fire-rated poke-through fittings, and access floor boxes.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- E. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- G. NFPA 70 - National Electrical Code.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- J. UL 508A - Industrial Control Panels.
- K. UL 514A - Metallic Outlet Boxes.

**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 minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
  - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.

5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground handhole enclosures.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 01 60 00 - Product Requirements, for additional provisions.
  2. Keys for Lockable Enclosures: Two of each different key.
- D. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

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

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

### **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 by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  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.
  11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
  12. Minimum Box Size, Unless Otherwise Indicated:
    - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.
  13. Wall Plates: Comply with Section 26 27 26.
  14. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Hubbell Incorporated; Bell Products; [www.hubbell-rtb.com/#sle](http://www.hubbell-rtb.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- 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:
    - a. Indoor Clean, Dry Locations: Type 1, painted steel.
    - b. Outdoor Locations: Type 3R, painted steel.
  3. Junction and Pull Boxes Larger Than 100 cubic inches:
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
    - b. Boxes 6 square feet and Larger: Provide sectionalized screw-cover or hinged-cover enclosures.
  4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
    - a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
    - b. Back Panels: Painted steel, removable.
    - c. Terminal Blocks: Provide voltage/current ratings and terminal quantity suitable for purpose indicated, with 25 percent spare terminal capacity.
  5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
  6. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Hoffman, a brand of Pentair Technical Products: [www.hoffmanonline.com/#sle](http://www.hoffmanonline.com/#sle).
    - c. Hubbell Incorporated; Wiegmann Products: [www.hubbell-wiegmann.com/#sle](http://www.hubbell-wiegmann.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.02 MANUFACTURERS

- A. Appleton Electric: [www.appletonelec.com](http://www.appletonelec.com).
- B. Steel City
- C. Substitutions: Reco, Inc. 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.
  - 2. Concrete Ceiling Boxes: Concrete type.
- B. Nonmetallic Outlet Boxes: NEMA OS 2.
- C. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.
- D. Wall Plates for Finished Areas: As specified in Section 26 2726.

### 2.04 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 2716.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
  - 1. Material: Galvanized cast iron; Cast Aluminum.
  - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

## PART 3 EXECUTION

### 3.01 EXAMINATION

#### 3.02

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

### 3.03 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 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.
  - 3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
- 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. Coordinate installation of outlet boxes for equipment connected under Section 26 2717.
- P. Set wall mounted boxes at elevations to accommodate mounting heights indicated.
- Q. 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.
- R. Orient boxes to accommodate wiring devices oriented as specified in Section 26 2726.
- S. Maintain headroom and present neat mechanical appearance.
- T. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- U. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
- V. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- W. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- X. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
- Y. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- Z. Use flush mounting outlet box in finished areas.
- AA. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- AB. 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.
- AC. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- AD. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- AE. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- AF. Use adjustable steel channel fasteners for hung ceiling outlet box.
- AG. Do not fasten boxes to ceiling support wires.

- AH. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- AI. Use gang box where more than one device is mounted together. Do not use sectional box.
- AJ. Use gang box with plaster ring for single device outlets.
- AK. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- AL. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.
- AM. Set floor boxes level.
- AN. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

#### **3.04 ADJUSTING**

- A. Adjust floor boxes flush with finish flooring material.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. Install knockout closures in unused box openings.

#### **3.05 CLEANING**

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

#### **3.06 PROTECTION**

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

**END OF SECTION**

**SECTION 26 05 53**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Warning signs and labels.
- F. Field-painted identification of conduit.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 90 00 - Paints and Coatings.
- B. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

**1.03 REFERENCE STANDARDS**

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels.
- C. NFPA 70 - National Electrical Code.
- D. UL 969 - Marking and Labeling Systems.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide catalog data for nameplates, labels, and markers.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**1.06 EXTRA MATERIALS**

- A. See Section 01 6000 - Product Requirements for additional requirements.

**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.
- 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**

- A. Brady Corporation: [www.bradycorp.com](http://www.bradycorp.com).

- B. Seton Identification Products: [www.seton.com/aec](http://www.seton.com/aec).
- C. HellermannTyton: [www.hellermanntyton.com](http://www.hellermanntyton.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.03 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.
- D. Locations:
  - 1. Each electrical distribution and control equipment enclosure.
  - 2. Communication cabinets.
  - 3. Disconnect switches, and starters.
- E. Letter Size:
  - 1. Use 1/8 inch letters for identifying individual equipment and loads.
  - 2. Use 1/4 inch letters for identifying grouped equipment and loads.

### **2.04 WIRE AND CABLE MARKERS**

- A. Manufacturers:
  - 1. Panduit Corp.
  - 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. Description: split sleeve type wire markers.
- I. Locations: Each conductor at panelboard gutters, pull boxes, outlet boxes, and junction boxes each load connection.
- J. Legend:
  - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
  - 2. Control Circuits: Control wire number indicated on shop drawings.

### **2.05 VOLTAGE MARKERS**

- A. Manufacturers: Panduit Corp
  - 1. Substitutions: See Section 01 60 00 - Product Requirements.

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- B. Minimum Size:
  - 1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
  - 2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
  - 3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
  - 4. Markers for Junction Boxes: 1/2 by 2 1/4 inches.
- C. Legend:
  - 1. Markers for Voltage Identification: Highest voltage present.
  - 2. Markers for System Identification:
    - a. Emergency Power System: Text "EMERGENCY".
    - b. Other Systems: Type of service.
- D. Color: Black text on orange background unless otherwise indicated.
- E. Location: Furnish markers for each conduit longer than 6 feet.
- F. Spacing: 20 feet on center.
- G. Color:
  - 1. 480 Volt System: Brown.
  - 2. 208 Volt System: Yellow.
  - 3. Fire Alarm System: Red.
- H. Legend:
  - 1. 480 Volt System: brown.
  - 2. 208 Volt System: yellow.
  - 3. Fire Alarm System: red.

## **2.06 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.
  - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
  - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.
- 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:
  - 1. Surface-Mounted Equipment: Enclosure front.
  - 2. Flush-Mounted Equipment: Inside of equipment door.
  - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  - 4. Elevated Equipment: Legible from the floor or working platform.

- 5. 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 27 26**  
**WIRING DEVICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 33.23 - Surface Raceways: Surface raceway systems, including multioutlet assemblies.
- C. Section 26 05 37 - Boxes.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 09 23 - Lighting Control Devices: Devices for automatic control of lighting, including occupancy sensors, in-wall time switches, and in-wall interval timers.
- F. Section 26 05 83 - Equipment Wiring: Cords and plugs for equipment.

**1.03 REFERENCE STANDARDS**

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Federal Specification.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- D. NECA 130 - Standard for Installing and Maintaining Wiring Devices.
- E. NEMA WD 1 - General Color Requirements for Wiring Devices.
- F. NEMA WD 6 - Wiring Devices - Dimensional Specifications.
- G. NFPA 70 - National Electrical Code.
- H. UL 20 - General-Use Snap Switches.
- I. UL 498 - Attachment Plugs and Receptacles.
- J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices.
- K. UL 943 - Ground-Fault Circuit-Interrupters.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
  - 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
  - 3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
  - 4. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

**1.05 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.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Project Record Documents: Record actual installed locations of wiring devices.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Products: Listed, classified, and labeled as suitable for the purpose intended.

#### **1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

#### **1.08 EXTRA MATERIALS**

- A. See Section 01 6000 - Product Requirements, for additional provisions.
- B. Furnish two of each style, size, and finish wall plate.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Hubbell Incorporated; : [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
- B. Leviton Manufacturing Company, Inc; : [www.leviton.com](http://www.leviton.com).
- C. Lutron Electronics Company, Inc: [www.lutron.com](http://www.lutron.com).
- D. Pass & Seymour, a brand of Legrand North America, Inc; : [www.legrand.us](http://www.legrand.us)
- E. Cooper Wiring Devices: [www.cooperwiringdevices.com](http://www.cooperwiringdevices.com).
- F. Leviton Manufacturing, Inc: [www.leviton.com](http://www.leviton.com).
- G. Substitutions: See Section 01 60 00 - Product Requirements.
- H. Source Limitations: Where possible, for each type of wiring device furnish products produced by a single manufacturer and obtained from a single supplier.

#### **2.02 WIRING DEVICE APPLICATIONS**

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFI receptacles with specified weatherproof covers for all receptacles installed outdoors or in damp or wet locations.
- D. Provide GFI protection for all receptacles installed within 6 feet of sinks.
- E. Unless noted otherwise, do not use combination switch/receptacle devices.
- F. For flush floor service fittings, use carpet flanges for installations in carpeted floors.

#### **2.03 ALL WIRING DEVICES**

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

B. Finishes:

**2.04 WALL SWITCHES**

A. Manufacturers:

1. Hubbell Incorporated; : [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
2. Leviton Manufacturing Company, Inc; : [www.leviton.com/#sle](http://www.leviton.com/#sle).
3. Pass & Seymour, a brand of Legrand North America, Inc; : [www.legrand.us/#sle](http://www.legrand.us/#sle).
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. All Wall Switches: 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.

C. Standard Wall Switches: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

D. Wall Switches: Heavy Duty, AC only general-use snap switch, complying with NEMA WD 6 and WD 1.

1. Body and Handle: White plastic with toggle handle.
2. Ratings:
  - a. Voltage: 120 - 277 volts, AC.
  - b. Current: 20 amperes.
3. Ratings: Match branch circuit and load characteristics.

E. Switch Types: Single pole, double pole, 3-way, and 4-way.

**2.05 RECEPTACLES**

A. Manufacturers:

1. Hubbell Incorporated; : [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
2. Leviton Manufacturing Company, Inc; : [www.leviton.com/#sle](http://www.leviton.com/#sle).
3. Pass & Seymour, a brand of Legrand North America, Inc; : [www.legrand.us/#sle](http://www.legrand.us/#sle).
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. All Receptacles: 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.

C. GFI Receptacles:

1. All GFI Receptacles: Provide with feed-through protection, light to indicate ground fault tripped condition and loss of protection, and list as complying with UL 943, class A.

D. Receptacles: Heavy duty, complying with NEMA WD 6 and WD 1.

1. Device Body: Black plastic.
2. Configuration: NEMA WD 6, type as specified and indicated.

E. Convenience Receptacles: Type 5 - 20.

F. Single Convenience Receptacles.

G. Duplex Convenience Receptacles.

H. GFCI Receptacles: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

## **2.06 TELEPHONE JACKS**

- A. Product: AMP manufacturing
- B. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.07 WALL PLATES**

- A. Manufacturers:
  - 1. Hubbell Incorporated; : [www.hubbell-wiring.com/#sle](http://www.hubbell-wiring.com/#sle).
  - 2. Leviton Manufacturing Company, Inc; : [www.leviton.com/#sle](http://www.leviton.com/#sle).
  - 3. Pass & Seymour, a brand of Legrand North America, Inc; : [www.legrand.us/#sle](http://www.legrand.us/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard; .
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.
- D. Decorative Cover Plates: stainless steel.
- E. Jumbo Cover Plates: stainless steel.
- F. Weatherproof Cover Plates: Gasketed cast metal with hinged cover.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- 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 floor boxes are adjusted properly.
- F. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- G. Verify that openings in access floor are in proper locations.
- H. 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 a neat and workmanlike manner in accordance with NECA 1 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 37 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. Do not share neutral conductor on branch circuits utilizing wall dimmers.
- M. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- N. 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.
- O. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- P. Install receptacles with grounding pole on top.
- Q. Connect wiring device grounding terminal to outlet box with bonding jumper.
- R. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
- S. Connect wiring devices by wrapping conductor around screw terminal.
- T. Use jumbo size plates for outlets installed in masonry walls.
- U. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

### **3.04 INTERFACE WITH OTHER PRODUCTS**

- A. Coordinate locations of outlet boxes provided under Section 26 05 37 to obtain mounting heights.
- 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 backsplash of 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.
- H. Coordinate installation of access floor boxes with access floor system provided under Section 09 6900.
- I. Coordinate the installation of wiring devices with underfloor duct service fittings provided under Section 26 0540.

### **3.05 FIELD QUALITY CONTROL**

- A. Perform field inspection, testing, adjusting, and balancing in accordance with Section 01 40 00.
- 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. Verify that each receptacle device is energized.
- F. Test each receptacle to verify operation and proper polarity.
- G. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- H. Correct wiring deficiencies and replace damaged or defective wiring devices.
- I. Verify that each telephone jack is properly connected and circuit is operational.

### **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 RELATED REQUIREMENTS**

- A. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- B. Section 26 28 18 - Enclosed Switches: Fusible switches.

**1.03 REFERENCE STANDARDS**

- A. NEMA FU 1 - Low Voltage Cartridge Fuses.
- B. NFPA 70 - National Electrical Code.
- C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements.
- D. UL 248-12 - Low-Voltage Fuses - Part 12: Class R Fuses.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
    - a. Fusible Enclosed Switches: See Section 26 28 18.
  - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
  - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.

**1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Bussmann, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
- B. Littelfuse, Inc: [www.littelfuse.com/#sle](http://www.littelfuse.com/#sle).
- C. Mersen: [ep-us.mersen.com/#sle](http://ep-us.mersen.com/#sle).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 APPLICATIONS**

- A. Feeders:

1. Fusible Switches up to 600 Amperes: Class RK1, time-delay.
- B. General Purpose Branch Circuits: Class RK1, time-delay.

### **2.03 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. Class R Fuses: Comply with UL 248-12.
  1. Class RK1, Time-Delay Fuses:
- H. Provide the following accessories where indicated or where required to complete installation:
  1. Fuseholders: Compatible with indicated fuses.
  2. Fuse Reducers: For adapting indicated fuses to permit installation in switch designed for fuses with larger ampere ratings.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.
- B. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 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 18**  
**ENCLOSED SWITCHES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Enclosed safety 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.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum).
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- E. NFPA 70 - National Electrical Code.
- F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- H. UL 98 - Enclosed and Dead-Front Switches.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and within 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. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
  - 4. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
  - 1. Include dimensioned plan and elevation views of enclosed switches and adjacent equipment with all required clearances indicated.
  - 2. Include wiring diagrams showing all factory and field connections.
- 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, installation, and starting of product.

- E. Project Record Documents: Record actual locations of enclosed switches.
- F. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

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

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

#### **1.08 FIELD CONDITIONS**

- A. Maintain ambient temperature between -22 degrees F and 104 degrees F during and after installation of enclosed switches.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Eaton Corporation: [www.eaton.com](http://www.eaton.com).
- B. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).

#### **2.02 ENCLOSED SAFETY SWITCHES**

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.
- 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 -22 degrees F and 104 degrees F.
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Short Circuit Current Rating:
  - 1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
  - 2. Minimum Ratings:
    - a. Heavy Duty Single Throw Switches Protected by Class R, Class J, Class L, or Class T Fuses: 200,000 rms symmetrical amperes.
- G. Provide with switch blade contact position that is visible when the cover is open.

- H. Fuse Clips for Fusible Switches: As required to accept fuses indicated.
  - 1. Where NEMA Class R fuses are installed, provide rejection feature to prevent installation of fuses other than Class R.
- I. Conductor Terminations: Suitable for use with the conductors to be installed.
- J. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- K. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1.
- L. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
- M. Heavy Duty Switches:
  - 1. Comply with NEMA KS 1.
  - 2. Conductor Terminations:
    - a. Provide mechanical lugs unless otherwise indicated.
    - b. Lug Material: Copper, suitable for terminating copper conductors only.
  - 3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.
    - a. Provide means for locking handle in the ON position where indicated.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed safety switches.
- D. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 INSTALLATION**

- A. Install enclosed switches in accordance with manufacturer's instructions.
- B. Install enclosed switches securely, in a neat and workmanlike manner in accordance with NECA 1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports 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 fuses complying with Section 26 28 13 for fusible switches as indicated or as required by equipment manufacturer's recommendations.

#### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.

- D. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

**3.04 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

**3.05 CLEANING**

- A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

**END OF SECTION**

**SECTION 26 51 00**  
**INTERIOR LIGHTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Exit signs.
- D. Ballasts and drivers.
- E. Lamps.
- F. Luminaire accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 37 - Boxes.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- C. Section 26 09 23 - Lighting Control Devices: Automatic controls for lighting including occupancy sensors, outdoor motion sensors, time switches, outdoor photo controls, and daylighting controls.
- D. Section 26 27 26 - Wiring Devices: Manual wall switches and wall dimmers.
- E. Section 26 56 00 - Exterior Lighting.

**1.03 REFERENCE STANDARDS**

- A. ANSI C78.379 - American National Standard for Electric Lamps -- Reflector Lamps -- Classification of Beam Patterns.
- B. ANSI C82.1 - American National Standard for Lamp Ballast - Line Frequency Fluorescent Lamp Ballast.
- C. ANSI C82.4 - American National Standard for Ballasts for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type).
- D. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; Illuminating Engineering Society.
- E. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; Illuminating Engineering Society.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- G. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems.
- H. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems.
- I. NEMA LE 4 - Recessed Luminaires, Ceiling Compatibility.
- J. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association.
- K. NFPA 70 - National Electrical Code.
- L. NFPA 101 - Life Safety Code.
- M. UL 924 - Emergency Lighting and Power Equipment.
- N. UL 935 - Fluorescent-Lamp Ballasts.
- O. UL 1598 - Luminaires.
- P. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
  - 2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
  - 3. Coordinate the placement of exit signs with furniture, equipment, signage or other potential obstructions to visibility installed under other sections or by others.
  - 4. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
  - 2. Provide photometric calculations where luminaires are proposed for substitution upon request.
- C. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- D. 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.
  - 1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
- E. Field Quality Control Reports.
- F. 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.
- G. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- H. Project Record Documents: Record actual connections and locations of luminaires and any associated remote components.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Conform to requirements of NFPA 70 and NFPA 101.
- D. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.



### **1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

### **1.08 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

### **1.09 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide 10 year manufacturer warranty for all LED luminaires, including drivers.
- C. Provide five year pro-rata warranty for batteries for emergency lighting units.

### **1.10 EXTRA MATERIALS**

- A. See Section 01 6000 - Product Requirements, for additional provisions.
- B. Furnish two of each plastic lens type.
- C. Furnish one replacement lamps for each lamp type.
- D. Furnish two of each ballast type.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS - LUMINAIRES**

- A. Acuity Brands, Inc; : [www.acuitybrands.com](http://www.acuitybrands.com).
- B. Hubbell Lighting, Inc; : [www.hubbelllighting.com](http://www.hubbelllighting.com).
- C. Lightolier: [www.lightolier.com](http://www.lightolier.com).
- D. Lithonia Lighting: [www.lithonia.com](http://www.lithonia.com).
- E. Columbia Lighting.
- F. 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.
- G. Recessed Luminaires:
  - 1. Ceiling Compatibility: Comply with NEMA LE 4.
  - 2. Luminaires Recessed in Insulated Ceilings: Listed and labeled as IC-rated, suitable for direct contact with insulation and combustible materials.

- H. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.
- I. LED Luminaires: Listed and labeled as complying with UL 8750.
- J. Track Lighting Systems: Provide track compatible with specified track heads, with all connectors, power feed fittings, dead ends, hangers and canopies as necessary to complete installation.
- K. Luminaires Mounted in Continuous Rows: Provide quantity of units required for length indicated, with all accessories required for joining and aligning.

### **2.03 EMERGENCY LIGHTING UNITS**

- A. Manufacturers:
  - 1. Acuity Brands, Inc; : [www.acuitybrands.com/#sle](http://www.acuitybrands.com/#sle).
  - 2. Cooper Lighting, a division of Cooper Industries; : [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
  - 3. Hubbell Lighting, Inc; : [www.hubbellighting.com/#sle](http://www.hubbellighting.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924. Emergency and Exit light combination unit with (2) unit mounted lamps and LED exit light with battery backup. This combination unit shall have spare capacity to power remote emergency lamp heads.
- C. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- D. Battery:
  - 1. Sealed maintenance-free nickel cadmium unless otherwise indicated.
  - 2.
  - 3. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- E. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- F. Provide low-voltage disconnect to prevent battery damage from deep discharge.
- G. Self-Diagnostics: Provide units that self-monitor functionality and automatically perform testing required by NFPA 101 where indicated; provide indicator light(s) to report test and diagnostic status.
- H. Accessories:
  - 1. Provide compatible accessory mounting brackets where indicated or required to complete installation.
  - 2. Provide compatible accessory high impact polycarbonate vandal shields where indicated.
  - 3. Provide compatible accessory wire guards where indicated.
  - 4. Where indicated, provide emergency remote heads that are compatible with the emergency lighting unit they are connected to and suitable for the installed location.

### **2.04 LUMINAIRES**

- A. Furnish products as indicated in Schedule attached to this section.
- B. Substitutions: See Section 01 60 00 - Product Requirements.

1. Input Voltage: 120 or 277 volts.

## 2.05 EXIT SIGNS

- A. Manufacturers - Powered and Self-Luminous Signs:
  1. Acuity Brands, Inc; : [www.acuitybrands.com/#sle](http://www.acuitybrands.com/#sle).
  2. Cooper Lighting, a division of Cooper Industries; : [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
  3. Hubbell Lighting, Inc; : [www.hubbelllighting.com/#sle](http://www.hubbelllighting.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Exit Signs: Internally illuminated with LEDs unless otherwise indicated; complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
  1. Number of Faces: Single or double as indicated or as required for the installed location.
  2. Directional Arrows: As indicated or as required for the installed location.
- C. Self-Powered Exit Signs:
  1. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
  2. Battery: Sealed maintenance-free nickel cadmium unless otherwise indicated.
  3. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
  4. Provide low-voltage disconnect to prevent battery damage from deep discharge.
  5. Self-Diagnostics: Provide units that self-monitor functionality and automatically perform testing required by NFPA 101 where indicated; provide indicator light(s) to report test and diagnostic status.
- D. Accessories:
  1. Provide compatible accessory high impact polycarbonate vandal shields where indicated.
  2. Provide compatible accessory wire guards where indicated.
- E. Manufacturers: As indicated on lighting fixture schedule.
  1. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Exit Signs: Exit sign fixture .
  1. Housing: Plastic.
  2. Face: Translucent glass face with red letters on white background.
  3. Face: Aluminum stencil face with red letters.
  4. Directional Arrows: Universal type for field adjustment.
  5. Mounting: Universal, for field selection.
  6. Battery: 12 volt, nickel-cadmium type, with 1.5 hour capacity.
  7. Battery Charger: Dual-rate type, with sufficient capacity to recharge discharged battery to full charge within twelve hours.
  8. Lamps: Manufacturer's standard.
  9. Input Voltage: 120/277 volts.

## 2.06 BALLASTS AND DRIVERS

- A. Manufacturers:
  1. General Electric Company/GE Lighting; : [www.gelighting.com/#sle](http://www.gelighting.com/#sle).
  2. Osram Sylvania; : [www.sylvania.com/#sle](http://www.sylvania.com/#sle).
  3. Philips Lighting North America Corporation; \_\_\_\_\_;  
[www.usa.lighting.philips.com/#sle](http://www.usa.lighting.philips.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
  5. Manufacturer Limitations: Where possible, for each type of luminaire provide ballasts produced by a single manufacturer.

- B. Dimmable LED Drivers:
  - 1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
  - 2. Control Compatibility: Fully compatible with the dimming controls to be installed.

## **2.07 LAMPS**

- A. Manufacturers:
  - 1. General Electric Company/GE Lighting; : [www.gelighting.com/#sle](http://www.gelighting.com/#sle).
  - 2. Osram Sylvania; : [www.sylvania.com/#sle](http://www.sylvania.com/#sle).
  - 3. Philips Lighting Company; : [www.lighting.philips.com](http://www.lighting.philips.com).
  - 4. Philips Lighting Co of NA: [www.lighting.philips.com](http://www.lighting.philips.com).
  - 5. 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 Architect to be inconsistent in perceived color temperature.
- C. Lamp Types: As specified for each luminaire.

## **2.08 ACCESSORIES**

- A. Stems for Suspended Luminaires: Steel tubing, minimum 1/2" size, factory finished to match luminaire or field-painted as directed.
- B. Threaded Rods for Suspended Luminaires: Zinc-plated steel, minimum 1/4" size, field-painted as directed.
- C. Provide accessory plaster frames for luminaires recessed in plaster ceilings.
- D. Tube Guards for Linear Fluorescent Lamps: Provide clear virgin polycarbonate sleeves with endcaps where indicated.
- E. Product: As indicated in lighting fixture schedule.
  - 1. Substitutions: See Section 01 60 00 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. 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. Coordinate locations of outlet boxes provided under Section 26 05 37 as required for installation of luminaires provided under this section.
- B. Install products according to manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 1 (general workmanship), NECA 500 (commercial lighting), and NECA 502 (industrial lighting).
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Suspended Ceiling Mounted Luminaires:
  - 1. Do not use ceiling tiles to bear weight of luminaires.
  - 2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.
  - 3. Secure pendant-mounted luminaires to building structure.
  - 4. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
  - 5. In addition to ceiling support wires, provide two galvanized steel safety wire(s), minimum 12 gage, connected from opposing corners of each recessed luminaire to building structure.
  - 6. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.
- F. Recessed Luminaires:
  - 1. Install trims tight to mounting surface with no visible light leakage.
  - 2. Non-IC Rated Luminaires: Maintain required separation from insulation and combustible materials according to listing.
  - 3. Luminaires Recessed in Fire-Rated Ceilings: Install using accessories and firestopping materials to meet regulatory requirements for fire rating.
- G. Suspended Luminaires:
  - 1. Unless otherwise indicated, specified mounting heights are to bottom of luminaire.
  - 2. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.
  - 3. Provide minimum of two supports for each luminaire equal to or exceeding 4 feet in length, with no more than 4 feet between supports.
  - 4. Install canopies tight to mounting surface.
- H. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.
- I. Install fixtures securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting).
- J. Install suspended luminaires and exit signs using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
- K. Support luminaires independent of ceiling framing.
- L. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
- M. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- N. Exposed Grid Ceilings: Support surface mounted luminaires in grid ceiling directly from building structure.
- O. Exposed Grid Ceilings: Provide auxiliary members spanning ceiling grid members to support surface mounted luminaires.

- P. Exposed Grid Ceilings: Fasten surface mounted luminaires to ceiling grid members using bolts, screws, rivets, or suitable clips.
- Q. Install recessed luminaires to permit removal from below.
- R. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating.
- S. Install clips to secure recessed grid-supported luminaires in place.
- T. Install wall mounted luminaires, emergency lighting units, and exit signs at height as scheduled.
- U. Install accessories furnished with each luminaire.
- V. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- W. Bond products and metal accessories to branch circuit equipment grounding conductor.
- X. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.
- Y. Air Handling Luminaires: Interface with air handling accessories furnished and installed under Section 23 36 00.
- Z. Emergency Lighting Units:
  - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
- AA. Exit Signs:
  - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
- AB. Install lamps in each luminaire.
- AC. Lamp Burn-In: Operate lamps at full output for prescribed period per manufacturer's recommendations prior to use with any dimming controls. Replace lamps that fail prematurely due to improper lamp burn-in.

### **3.04 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, testing, and adjusting in accordance with Section 01 4000.
- D. Operate each luminaire after installation and connection to verify proper operation.
- E. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.
- F. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

### **3.05 ADJUSTING**

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.
- B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Architect or authority having jurisdiction.
- C. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Architect or authority having jurisdiction.
- D. Aim and adjust luminaires as indicated.

- E. Position exit sign directional arrows as indicated.

### **3.06 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 photometric control surfaces as recommended by manufacturer.
- E. Clean finishes and touch up damage.

### **3.07 CLOSEOUT ACTIVITIES**

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Just prior to Substantial Completion, replace all lamps that have failed.

### **3.08 PROTECTION**

- A. Protect installed luminaires from subsequent construction operations.

### **3.09 PROTECTION**

- A. Relamp luminaires that have failed lamps at Substantial Completion.

### **3.10 SCHEDULE - SEE DRAWINGS**

**END OF SECTION**