

**SECTION 002113 - INSTRUCTIONS TO BIDDERS**1. DEFINITIONS

This copy is for  
information only.  
You must purchase  
the proposal to  
submit a bid.

- 1.1 Bidding Documents include the Contract Documents, Invitation to Bid, Instructions to Bidders, the Proposal Forms, Contract, General Conditions of the Contract, Supplementary Conditions, Specifications, Plans, and any Addenda issued prior to receipt of bids.
- 1.2 All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.
- 1.3 “Addenda” are written or graphic instruments issued by the Architect/Engineer prior to the receipt of bids which modify or interpret the Bidding Documents, by additions, deletions, clarifications or corrections. Addenda become part of the contract documents upon execution of the agreement.
- 1.4 The term Work is defined in 1.1.3 of the General Conditions.
- 1.5 A “Unit of Work” includes all Work covered by the one or more Sections of the specifications listed under that particular Unit of Work in Section 01 11 00 - SUMMARY OF WORK. A Unit of Work is the smallest portion of the Project for which a separate Bid will be accepted by the . The word “Unit” means “Unit of Work” whenever the context clearly implies “Unit of Work”.
- 1.6 A “Bid” is a complete and properly signed proposal to do one or more Units of Work for the sum stipulated therein.
- 1.7 A “Bidder” is one who submits a Bid to the Bidding Agency for the Unit or Units of Work indicated therein.
- 1.8 A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including drawings, which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations to this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
- 1.9 General Requirements (or Conditions) apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- 1.10 The term “indicated” is a cross reference to details, notes or schedules on the Drawings, to other similar means of recording requirements in the Contract Documents. Where terms such as “shown”, “noted”, “schedule” and “specified” are used in lieu of “indicate,” it is for purpose of helping to locate cross reference and no limitation of location is intended, except as specifically noted.
- 1.11 Where not otherwise explained, terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted” and “permitted” mean “directed by or

Architect”, “requested by or Architect”, etc.

- 1.12 Where used in conjunction with Construction Manager’s or Architect’s response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term “approved” will be held to limitations of and Architect’s responsibilities and duties as specified in General and Supplementary Conditions. In no case will “approval” by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.
- 1.13 The “Project Site” is the space available to Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of project site is shown on the Drawings and may or may not be identical with description of the land upon which project is to be built. The Contractor shall visit the site to verify contract or construction limits.
- 1.14 Except as otherwise defined in greater detail, term “furnish” is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- 1.15 Except as otherwise defined in greater detail, term “install” is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations as applicable in each instance.
- 1.16 Except as otherwise defined in greater detail, term “provide” means furnish and install, complete and ready for intended use, as applicable in each instance.
- 1.17 An “Installer” is the entity, person or firm, engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operation. It is a general requirement that such installers be expert in operations they are engaged to perform.
- 1.18 The duties and obligations of the Contract apply to this Contractor (as defined herein) regardless of similar or identical duties or obligations of other Prime Contractors related to the Project. Therefore, even though other Prime Contractors may have similar, identical or overlapping duties and obligations, each and every duty and obligation set forth in this Contract is enforceable against this Contractor.

## 2. BIDDER’S REPRESENTATION

- 2.1 Each Bidder in submitting its bid represents that:
  1. It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
  2. Contractor has visited the site; familiarized himself with the local conditions under which the work is to be performed; compared the site with drawings and specifications; satisfied himself of the conditions of delivery, handling and storage of materials and all other matters that may be incidental to the Work before submitting his Bid.

3. Its Bid is based upon the materials and equipment described within the Bidding Documents without exceptions.

## 2.2 EVIDENCE OF REPRESENTATION

1. Submission of a Bid will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful contractor by reason of any error omission on his part, due to his neglect in complying with the requirements of this article.

## 3. BIDDING DOCUMENTS

### 3.1 ISSUANCE

1. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.
2. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. The Owner, Architect, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Bidders shall examine the Bidding Documents carefully and shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover. No request for adjustment of Contract Time or Sum shall be permitted with regard to any purported ambiguity, inconsistency or error not promptly noticed to the Architect.
2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect to reach him at least seven days prior to the date of receipt of bids.
3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

### 3.3 SUBSTITUTIONS

1. Refer to Specification Section 01 62 00 - MATERIAL AND EQUIPMENT.
2. Substitution requests must be made at least seven (7) days prior to the receipt of bids.

### 3.4 ADDENDA

1. Addenda will be e-mailed, mailed, faxed or delivered to each person or firm recorded by the Construction Manager as having received a complete set of the Bidding

Documents, and will be available for inspection wherever the Bidding Documents are kept available for that purpose.

2. Sub-Bidders, Suppliers, Manufacturers and others wishing to have Addenda mailed free of charge directly to them should address a letter to the Construction Manager requesting a listing on the Addenda mailing list for this Project. Such letter must include no other subject matter, must clearly identify this Project by name, and must indicate, line for line, exactly how the name and address is to be typed on the envelope. Phone requests will not be accepted. The Construction Manager will endeavor, but expressly does not promise, to mail Addenda directly to those who have properly requested. Such mailing list is for this one Project only.
3. Addenda issued during the time of bidding shall be listed on Bid form in the space provided. Failure of a Bidder to receive any Addendum shall not release the Bidder from any obligations under his Bid, provided said addendum was sent by fax or by U.S. Mail to the address furnished by the bidder for transmittal of mail. Faxed Addenda will be confirmed by U. S. Mail.
4. No Addenda will be issued later than three (3) 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.

#### 4. BIDDING PROCEDURE

##### 4.1 FORM AND STYLE OF BIDS

1. Bids shall be submitted in triplicate upon the proposal form included in these specifications, or upon an exact copy of it.
2. The Bidder shall complete all blank spaces on the Bid form.
3. Where indicated on the Bid form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the written amount shall govern.
4. Any interlineation, alteration or erasure of an entry made in a blank space of the form must be initialed by the signer of the Bid. However, no interlineation, alteration or erasure shall be made in the wording printed on the bid form unless the Bidder is instructed by the Bidding Documents to do so. The Bidders shall add no stipulations or qualifications on the Bid form or accompanying the bid form unless permitted by or instructed by the Bidding Documents to do so.
5. All requested quantities, unit prices and alternates shall be included as part of the bid.
6. All signatures shall be in long hand.
7. The Bidder shall include on the Bid Form, within the Base Bid total costs associated with providing both the Labor and Material Payment and Performance Bonds.
8. The Bidder shall affix his seal to the bid form, if organized as a corporation.

#### 4.2 SUBMISSION OF BIDS

1. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. The time and location of the bid opening may be extended with a minimum of two (2) calendar days notice to the Bidders. Bids received after the time and date for receipt of Bids will be marked "LATE BID" and returned.
2. The Bid Proposal (3 copies) shall be enclosed in a sealed envelope. The envelope shall be addressed to the Owner, and shall be identified with the Project name, the Bidder's name and address and the Unit of Work included in the Bid.
3. If the Bidder submits his Bid by mail, he shall enclose the above described sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
4. Bids shall include a fully executed Bid Bond in the amount of 10%, Power of Attorney, Non-collusion Statement, Consent of Surety and Subcontractor listing.

#### 4.3 MODIFICATION OR WITHDRAWAL OF BID

1. A Bidder may modify his Bid in writing at any time prior to the time scheduled for receiving Bids, provided such written modification is received by the Construction Manager prior to said time.
2. Unless specifically authorized, faxed bids will not be considered.
3. No Bidder shall modify, withdraw or cancel his Bid or any part thereof for SIXTY (60) days after the time designed for the receipt of Bids, in the Invitation to Bid. Any further extension of the time will be by mutual consent of the Owner and the Contractor.
4. A Bid may be withdrawn up until the time scheduled for receiving the Bids. Such withdrawal shall be in writing.

#### 5. CONSIDERATIONS OF BIDS

##### 5.1 OPENING OF BIDS

1. Bid shall be publicly opened and read aloud.

##### 5.2 REJECTION OF BIDS

1. The Owner, in its sole discretion, shall have the right to reject any or all bids for any reason or for no reason whatsoever.

##### 5.3 ACCEPTANCE OF BIDS

1. The Owner, in its sole discretion, shall have the right to waive any informality or irregularity in any Bid received.

2. If the owner accepts alternates, they will be accepted in the order listed in Section 012300 ALTERNATES, beginning with Alternate #1

## 6. SUBCONTRACT INFORMATION

### 6.1 SUBMISSION OF SUBCONTRACTOR LIST

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 payment 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 the contract amount not to exceed \$10,000.

2. Upon request of the Architect, the Bidder shall within seven (7) days of the request submit a list of the other subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) if any, proposed for the various portions of the Work not included in the subcontractors list submitted with the bid.
3. The Bidder will be required to establish to the satisfaction of the Architect/Owner the capability and experience of all proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.
4. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner must be used on the work for which they were proposed and accepted, and shall not be changed except with the written approval of the Construction Manager.

## 7. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of this Contract, the Contractor agrees as follows:

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

employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

- 7.2 The Contractor will, in all solicitants or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color sex, or national origin.
- 7.3 The term "Contract for public works" means construction, reconstruction, demolition, alteration and repair work and maintenance work paid for, in whole or in part, with public funds.
- 7.4 The Secretary of the Department of Labor shall be responsible for the administration of this section and shall adopt such rules and regulations and issue such orders as he deems necessary to achieve the purpose thereof, provided that no requirement established hereby shall be in conflict with subchapter 6904 of this title.

#### 8. PREVAILING WAGE REQUIREMENT

- 8.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000 and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware. See provision number 4 in the "Amendment to Contract for Construction Between Delaware Technical and Community College and"...for additional requirements related to this project.
- 8.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 8.3 The Contractor 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.
- 8.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 8.5 Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every Contractor and Subcontractor performing work upon the site of construction. The Contractor and Subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: 1) Effective June 30, 2007, all Contractors performing work on public work projects are required to furnish sworn payroll records on a weekly basis to the Department of Labor. Specifically, 29 Del. C. § 6960(c) states that "(e)very contract... shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly." Further, that "(t)he 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.” Lastly, the failure to submit payroll reports shall be subject to a civil penalty of not less than \$1,000 nor more than \$5,000 for each violation. 29 Del. C. § 6960(e). Sworn payroll information shall consist of a fully completed and notarized report on a form provided upon request by the Department of Labor. *See Delaware Prevailing Wage Regulations VII A.2(c)*; 2) upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department’s copying fee policy. The public shall not be given access to the records at the principal office of the Contractor or Subcontractor; and 3) the certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

#### 9. PERFORMANCE AND PAYMENT BONDS

9.1 The Contractor shall be required to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder with such sureties secured through the Bidder’s usual sources as may be agreeable to the parties. The Owner, **State of Delaware, Department of Services for Children, Youth and Their Families** shall be noted as the obligee.

9.2 The performance and payment bonds shall each be in an amount equal to 100% of the Contract Sum as adjusted from time to time. The Owner **State of Delaware, Department of Services for Children, Youth and Their Families**, shall be noted as the obligee.

#### 9.3 TIME OF DELIVERY AND FORM OF BONDS

1. The Bidder shall deliver the required bonds within seven (7) days from receipt of request from the Architect.
2. The performance and payment bonds shall be written in the form found in Section 00 61 13 Performance and Payment Bonds.
3. The required bonds shall be by an authorized agent of the bonding company and shall be accompanied by a certified and current copy of the bonding agent’s Power of Attorney, indicating the monetary limit of such power. The bonding company shall be licensed to operate in the state which the work is to be performed.

#### 10. EXECUTION OF AGREEMENT

10.1 The Agreement will be written on a contract form, stipulated by the Owner, a copy of which is included in the Specifications.

10.2 The Bidder shall, within seven (7) days following its presentation, execute the Agreement and return it to the Construction Manager.

10.3 The Bidder agrees to commence work within seven (7) days of 1) execution of the Agreement, or 2) receipt of a Letter of Intent to execute the Agreement, or other authorization to proceed, if furnished at an earlier date.

10.4 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid,

within twenty (20) 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 re-advertised, as the Agency may decide.

## 11. GENERAL COMMENTS

### 11.1 JOINT VENTURE AGREEMENTS

In the event of a mandatory pre-bid meeting, representatives of both Joint Ventures must attend the pre-bid meeting and must be an officer and co-joint venture of the corporations involved.

Each Joint Venture shall be qualified and capable to complete the project with their own forces.

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 Ventures involved.

All required bid bonds, performance bonds, material and labor payment bonds must be executed by both Joint Ventures and be placed in both of their names.

All required insurance certificates shall name both Joint Ventures.

Both Joint Ventures shall sign the bid form and shall submit a valid Delaware Business License Number with their bid or shall state that the process of application for a Delaware Business License has been initiated.

Both Joint Ventures shall include their Federal E. I. Number with the bid.

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

### 11.2 LICENSE APPLICATION REQUIRED TO BID

A business license application must be initiated prior to or in conjunction with the submission of a bid on competitively bid contracts exceeding \$50,000; or in the case of a subcontractor, prior to the submission of a bid by the general contractor. The license application procedure may be initiated by visiting or calling the Division of Revenue.

### 11.3 BONDING REQUIREMENTS FOR NON-RESIDENT CONTRACTORS

All non-resident contractors are reminded that they must supply a surety or cash bond to the Division of Revenue equal to six percent (6%) of the total of all contracts exceeding \$20,000 for construction within this state. For Division of Revenue purposes, cash bonds and bank letters of credit issued by financial institutions will be accepted on all contracts.

### 11.4 CONTRACT AWARD TO NON-RESIDENT CONTRACTORS

Every architect, or professional engineer or contractor or construction manager engaging in

the practice of such profession shall furnish the Department of Finance within 10 days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of the total value of such contract or contracts together with the names and addresses of the contracting parties.

#### 11.5 STATE LICENSE AND TAX REQUIREMENTS

The 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 State Tax Department within ten (10) days after award of the Contract, a statement of

the total values of each contract and subcontract, together with the names and addresses of the contracting parties . . .”

If the project is located within New Castle County, Delaware all Contractors are required to submit a copy of their New Castle County business license to the Construction Manager.

#### 11.6 RIGHT TO AUDIT RECORDS

The Owner (contracting agency) 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.

Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of three (3) years from the date of final payment under the Subcontract.

END OF SECTION



ALTERNATE No. 3: Contractor shall provide and install CCTV Camera Equipment indicated in the contract documents. All CCTV Camera equipment is provided by owner. (Reference Drawings E101, E102 and Specification Section 260728).

Add: \_\_\_\_\_

( \$ \_\_\_\_\_ )

ALTERNATE No. 4: Contractor shall provide and install Metal Lockers referenced in the contract documents and Specification Section 105113.

Add: \_\_\_\_\_

( \$ \_\_\_\_\_ )

ALTERNATE No. 5: Contractor shall provide and install all Window Treatment referenced in the contract documents and Specification Section 122413 and Window Treatment Schedule 122413A.

Add: \_\_\_\_\_

( \$ \_\_\_\_\_ )

**UNIT PRICES**

1. Price per ton – Hot Mix Type C \_\_\_\_\_/ton
2. Price per ton – Hot Mix Type B \_\_\_\_\_/ton
3. GABC Type B per cubic yard \_\_\_\_\_/c yd
4. 4” concrete sidewalk per square yard \_\_\_\_\_/sq yd
5. DelDot No.57 stone per cubic yard \_\_\_\_\_/c yd
6. DelDot No.8 stone per cubic yard \_\_\_\_\_/c yd
7. Price per cubic yard to undercut building subgrade and backfill with structural fill material. Spoils to be placed on site. \_\_\_\_\_/c yd

CANNOT BE USED FOR BIDDING

Juvenile Multi-Purpose Facility  
1825 Faulkland Road  
Wilmington, DE 19805

**BID FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENTS**

- Sub-Contractor List
- Non-Collusion Statement
- Equality of Employment

**BID FORM**

**SUBCONTRACTOR LIST**

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

<b><u>Subcontractor Category</u></b>	<b><u>Subcontractor</u></b>	<b><u>Address (City &amp; State)</u></b>
1. Sitework	_____	_____ _____
2. Concrete	_____	_____ _____
3. Steel	_____	_____ _____
4. Carpentry	_____	_____ _____
5. Electrical	_____	_____ _____
6. Mechanical/Plumbing	_____	_____ _____
7. Roofing	_____	_____ _____
8. Fire Protection	_____	_____ _____
9. Drywall	_____	_____ _____
10. Painting	_____	_____ _____
10. Spray Applied Insulation	_____	_____ _____
10. Masonry	_____	_____ _____

Juvenile Multi-Purpose Facility  
1825 Faulkland Road  
Wilmington, DE 19805

**BID FORM**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Department of Services For Children, Youth and Their Families.

All the terms and conditions of Contract have been thoroughly examined and are understood.

**NAME OF BIDDER:** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE (TYPED):** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE (SIGNATURE):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ .

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

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

**BID FORM**

DELAWARE STATE CODE – TITLE 29 CHAPTER 69

Equality of employment opportunity on public works

a) As a condition to the awarding of any contract for public works financed in whole or in part by state appropriation all state contracting agencies shall include in every contract hereinafter entered into the following provisions:

“During the performance of this contract, the contractor agrees as follows”

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

The contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.”

COMPANY/ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

REQUIREMENTS FOR SUBMITTAL OF THE EQUALITY OPPORTUNITY STATEMENT

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

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

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

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

and the Contractor:  
*(Name, address and other information)*

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

| Misc Forms

The Architect:  
*(Name, address and other information)*

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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

Init.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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**Portion of Work**

**Substantial Completion Date**

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

**ARTICLE 4 CONTRACT SUM**

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

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

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

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

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

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

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

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

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

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

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

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

## § 5.2 FINAL PAYMENT

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

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

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

Init.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

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

**§ 6.2 BINDING DISPUTE RESOLUTION**

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

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

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

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

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

|     per annum     \_\_\_\_\_

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

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

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

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

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

Title of Specifications exhibit:

(Table deleted)

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

Title of Drawings exhibit:

(Table deleted)

§ 9.1.6 The Addenda, if any:

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

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

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

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

#### ARTICLE 10 INSURANCE AND BONDS

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

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

**Type of insurance or bond**

**Limit of liability or bond amount (\$ 0.00)**

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

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

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

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

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

Init.

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

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

**ARTICLE 5: PAYMENTS**

5.1 PROGRESS PAYMENTS

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

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

**ARTICLE 6: DISPUTE RESOLUTION**

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.2 Insert the following:

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

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

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

END OF SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

**SECTION 006113 – BONDS**

1. PAYMENT AND PERFORMANCE BONDS

1.1 Bonds must be in the following form:

1. Form of Payment Bond (attached).
2. Form of Performance Bond (attached).
3. Form of Bid Bond (attached)

CANNOT BE USED FOR BIDDING

SECTION 00 61 13 - FORM OF PAYMENT BOND

Bond Number:

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal ("Principal"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the State of Delaware, Department of Services for Children, Youth and Their Families ("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. \_\_\_\_\_ 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, things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond. Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed

by their duly authorized officers, the day and year first above written.

PRINCIPAL

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

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

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

Name: Name:

Title:

(Corporate Seal)

SURETY

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

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

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

Name: Name:

Title:

(Corporate Seal)

**SECTION 00 61 13 - FORM OF PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal ("Principal"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the State of Delaware, Department of Services For Children, Youth and Their Families ("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. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse Owner sufficient funds to pay the costs of completing the Contract that Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

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

PRINCIPAL

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

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

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

Name:

Name:

Title:

(Corporate Seal)

SURETY

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

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

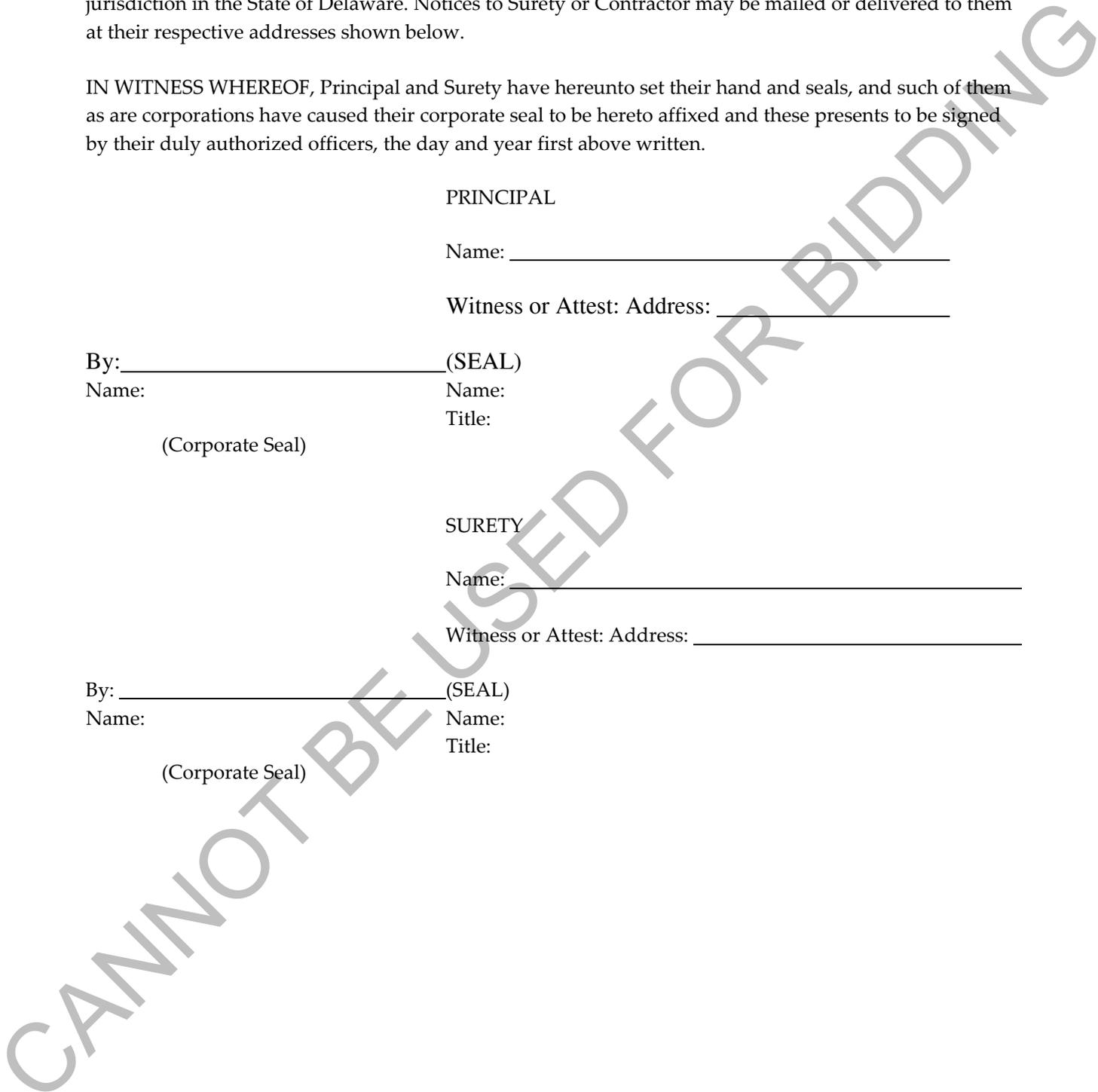
By: \_\_\_\_\_ (SEAL)

Name:

Name:

Title:

(Corporate Seal)



STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**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, the Department of

Services for Children, Youth & Their Families ("**State**"), are held and firmly unto the **State** in the sum  
of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

of amount of bid on Contract No. \_\_\_\_\_, to be paid to the **State** for the use and  
benefit of \_\_\_\_\_, (*insert State agency name*) for which payment  
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and  
successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE  
Presence of

Corporate  
Seal  
Attest \_\_\_\_\_

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

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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

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

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

Title

**SECTION 006216 - INSURANCE**

In conjunction with Insurance Requirements AIA General Conditions, Article 11, the Contractor shall be bound by the following limits of liability insurance (for Contracts under this Bid Pac). The Contractor shall use the standard "ACCORD" for titled "Certificate of Insurance" in submitting his liability insurance limits. The required limits to be inserted in accordance with the sample "ACCORD" form in this section:

**GENERAL NOTES**

1. **Other Insurance**

1.1 Contractor shall carry any necessary insurance required to cover Owned and Rental equipment that may be necessary for them to use in the performance of the Work.

2. Contractor shall have the following additional items added to his required "ACCORD" form Certificate of Insurance:

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

3. Added Insured – Department of Services for Children, Youth and Their Families

4. Certificate Holder – Department of Services for Children, Youth and Their Families

Contractors shall note that although not a part of AIA Document A201 – 2007 Edition, these additional articles apply as noted to this Project.

A sample certificate is bound into the Project Manual immediately following this Document.

END OF SECTION

**SECTION 007300 - SUPPLEMENTARY CONDITIONS**

1. GENERAL CONDITIONS

1.1. The General Conditions of the Contract for Construction, AIA Document A201 - 2007 Edition, Articles 1 through 14 inclusive, is a part of this contract and is bound herewith.

1.2. References to Articles herein are to Articles in A201 – 2007 Edition.

2. SUPPLEMENTARY CONDITIONS

2.1. The following provisions modify, change, delete from or add to AIA Document A201 - 2007 Edition. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these provisions, the unaltered provisions of that article, paragraph, sub-paragraph or clause shall remain in effect.

3. REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

3.1. Certain provisions of Division 1 GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.

3.2. Articles affected are cross referenced in the various Sections of Division 1.

3.3. ARTICLE 1 - GENERAL PROVISIONS

A. Paragraph 1.1 - Basic Definitions

Add the following paragraph 1.1.1:

“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 subparagraph:

1.1.8 Terms and Definitions

The following definitions apply to the terms listed below as used on the Drawings and in the Project Manual:

Provide: Furnish and Install

Approved: Approved by Architect or authority enforcing standards

Described: Refer to Project Manual

Specified: Refer to Project Manual

Shown: Refer to Drawings

Add the following subparagraph:

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

3.4 ARTICLE 2 – OWNER

A. To Subparagraph 2.2.3 – Add the following sentence:

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

B. Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

3.5 ARTICLE 3 – CONTRACTOR

A. Paragraph 3.1 - Definition

Sub-paragraph 3.1.1: Add the following sentences:

“This definition applies to each Contractor having an agreement with the Owner.”

“The duties and obligations of the Contract apply to this Contractor (as defined herein) regardless of similar or identical duties or obligations of other Prime Contracts related to the Project. Therefore, even though other Prime Contractors may have similar, identical or overlapping duties and obligations, each and every duty and obligation set forth in this Contract is enforceable against this Contractor.”

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

C. Delete the third sentence in Paragraph 3.2.3.

D. Add the following Paragraphs:

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

E. Paragraph 3.4 - Labor and Materials:

Add the following Paragraphs:

- 3.4.3      The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.
- 3.4.4      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.
- 3.4.5      Refer to Division 1 for detailed requirements concerning Temporary Facilities and Equipment.
- 3.4.6      Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor 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 or requests for adjustment of the Contract Sum will be denied.
- 3.4.7      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 the Work, who shall maintain coordination at all times.

F.      Paragraph 3.5 - Warranty:

Add the following Paragraphs:

- 3.5.2      The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.3      Defects appearing during the period of guarantee will be made good by the Contractor, at his sole expense, upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.4      In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the one year above, and are particularly so stated in the part of the

specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.

- 3.5.5 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.

G. Paragraph 3.7 - Permits, Fees and Notices

Add the following subparagraphs:

- 3.7.5 Where the local law at the site of the building requires a Certificate of Occupancy, the Construction shall obtain and pay for this Certificate through the Owner and deliver it to the Owner.
- 3.7.6 The general building permit for all components of the entire project will be obtained from the applicable authority and paid for by the Owner.

H. Paragraph 3.12 - Shop Drawings, Product Data and Samples

Add the following subparagraph:

- 3.12.12 Refer to Section 013300, SUBMITTALS, for detailed requirements.

I. 3.15 - Cleaning Up

Add the following subparagraph:

- 3.15.3 Refer to Section 011100, SUMMARY OF WORK, for detailed requirements.

3.6 ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

A. Paragraph 4.1 - Architect

Add the following Subparagraph:

- 4.1.2 The Architect will have no full-time project representative on this project.

Delete Paragraph 4.5 in its entirety and replace with the following:

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

3.7 ARTICLE 5 - SUBCONTRACTORS

- A. Paragraph 5.2 - Awards of Subcontracts and Other Contracts for Portions of the Work.

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

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

Add the following subparagraph:

- 5.2.5 Delaware State law provisions concerning naming and use of Subcontractors supersede any foregoing provisions of Paragraph 5.2 where such provisions are in conflict with Delaware State Law. Refer to provisions in Section 002113 INSTRUCTIONS TO BIDDERS.

3.8 ARTICLE 6 - CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

- A. Paragraph 6.1 - Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

Add the following subparagraph:

- 6.1.4 Refer to Section 01 11 00, SUMMARY OF WORK, for detailed requirements.

- B. Paragraph 6.2 - Mutual Responsibility

Delete Subparagraph 6.2.5 in its entirety and substitute the following:

- 6.2.5 Should the Contractor, any Subcontractor, or Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, cause damage to the work of property of any separate Contractor on the project, or should such separate Contractor or interested party sustain loss or damaged due to acts or omissions on the part of the Contractor any Subcontractor or Sub-subcontractor, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Contractor shall, upon due notice settle with such other Contractors by agreement or arbitration, if he will so settle. Contractor shall use all reasonable means to resolve the matter quickly. If such separate Contractor sues the Owner or Architect, or initiates an arbitration proceeding on account of any damages alleged to have been so sustained, the Owner or Architect shall notify the Contractor, who shall indemnify them and defend such proceedings at the Owner or Architect's expense. If any judgment against the Owner or Architect arises therefrom, the Contractor shall pay or satisfy it, together with all fees, costs, expenses, disbursements, or liabilities related thereto. The Contractor shall also reimburse the Owner or Architect for all

attorney's fees and court or arbitration costs which the Owner or Architect has incurred.

3.9 ARTICLE 7 - CHANGES IN THE WORK

A. Paragraph 7.2 - Change Orders

Add the following subparagraphs:

7.2.3 See Section 01 26 00, CHANGE ORDER PROCEDURES, for detailed requirements.

7.2.4 In the event that work is performed under the provisions of paragraph 7.33, the Owner will reimburse the Contractor for all costs directly incurred in the performance of the Work, plus overhead and profit as follows: Costs shall include the cost of materials including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; bond premiums, rental value of power tools, equipment and machinery. Overhead shall include the following: supervision, superintendent, wages of time keepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost". All such overhead shall be directly attributable to the change. As applied to Change Orders, overhead and profit shall be as follows:

1. For extra work performed by the Contractor with his own forces, 10% for overhead and 5% for profit.
2. For work done by a subcontractor, 10% for overhead and 5% for profit to which the Contractor may add an additional 7.5% for his overhead and profit combined.
3. For work deleted by a Change Order or where reductions in costs are involved, no item for overhead or profit shall be included in the computation. Change Orders shall have additions and deductions figured separately without overhead and profit added. The smaller amount shall then be deducted from the larger to determine the net value of the change. If the net results in an addition to the Contract Sum, the above overhead and profit items shall be added to the net increase only.

7.2.5 Contractor shall include in its periodic Requisitions for Partial Payment any and all payment due for work performed pursuant to an agreed and executed Change Order. Owner will not consider, and shall not be obligated to pay for, any change order work not requisitioned within ninety (90) days of performance of such work. Contractor shall not wait for final completion a change order Scope of Work before including requests for partial payment of such work in its periodic Requisitions; work shall be billed within ninety (90) days of its performance regardless of whether the change order Scope of Work is finally complete. Owner

is relieved of any responsibility to pay for change order work not properly requisitioned within ninety (90) days of its performance.”

3.10 ARTICLE 8 - TIME

A. Paragraph 8.2 - Progress and Completion

Delete subparagraph 8.2.3 in its entirety and substitute the following:

8.2.3 Refer to Section 01 11 00 SUMMARY OF WORK and Section 01 32 16, SCHEDULING, for detailed requirements. Work shall commence immediately upon the Contractors receipt of a letter of intent from the Construction Manager.

8.2.4 The Contractor guarantees and warrants that there will be sufficient tradesmen on the job each day to ensure that there will be no interruption of work. If the Owner in his sole discretion decides that the work and the progress of the job has been impeded because of the Contractor's inability to supply tradesmen for the job, the Owner may terminate the contract with forty-eight (48) hours notice.

8.2.5 If the Work falls behind 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.

B. Paragraph 8.3 – Delays and Extensions of Time

Add the following subparagraph:

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

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

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

Add the following Paragraph:

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

3.11 ARTICLE 9 - PAYMENTS AND COMPLETION

## A. Paragraph 9.2 - Schedule of Values

Add the following sentence to subparagraph 9.2.1:

"Refer to Section 01 33 00, SUBMITTALS, for submittal requirements."

Add the following subparagraphs:

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

9.2.3 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 3.5% of the initial contract amount.

## B. Paragraph 9.3 - Applications for Payment

Add the following Subparagraphs:

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.

## C. Paragraph 9.5 – Decisions to Withhold Certification

Add the following to 9.5.1:

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

## D. Paragraph 9.6 - Progress Payments

Delete subparagraph 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 of Payment.

## 3.12 Article 10 – Protection of Persons and Property

## A. 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.2 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.

10.1.3 Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time bases. 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 meeting by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

### 3.13 ARTICLE 11 - INSURANCE

#### A. Paragraph 11.1.: Contractor's Liability Insurance

Subparagraph 11.1.1: Make the following change:

11.1.1 In the first line following the word "maintain" insert the words "in a company or companies licensed to do business in the state of Delaware....".

#### B. Subparagraph 11.1.2: Delete entirely and insert the following:

11.1.2 "The insurance required by subparagraph 11.1.1 shall be written for not less than the following or as required by law, whichever is greater.

In conjunction with Insurance Requirements AIA General Conditions, Article 11, the Contractor shall be bound by the following limits of liability insurance (for contracts under this bid pac). The Contractor shall use the standard "ACCORD" form titled "Certificate of Insurance" in submitting his liability insurance limits. The required limits to be inserted in the "ACCORD" form are as follows:

The Contractor shall purchase and maintain at all times throughout the term of this Agreement without interruption and, at the least, from the date of the commencement of the Work until the date of final payment or the date insurance coverage is required to be maintained after final payment to the Contractor under this Agreement, whichever is later, the following insurance coverages (with the specified limits of liability) and shall provide to the Owner the complete policies for such insurance coverages upon the request of the Owner:

11.1.2.1 Commercial General Liability ("CGL") coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the "annual aggregate".

11.1.2.1.1 If the CGL coverage contains a "General Aggregate Limit", such General Aggregate Limit shall apply separately to each project of the Contractor, specifically including this Project.

11.1.2.1.2 CGL coverage shall be written on ISO Occurrence Form CG 00 011093, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors,

product-completed operations and personal and advertising injury.

11.1.2.1.3 EDiS Company, Owner and all other parties required by EDiS Company shall be included as additional insureds on the CGL using Additional Insured Endorsements that provide coverage for both ongoing and completed operations. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. The CGL coverage shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any additional insured other than the other insurances coverages purchased and maintained by the Contractor hereunder.

11.1.2.1.4 Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the Work, using Additional Insured Endorsements that provide Completed Operations Coverage.

11.1.2.2. Business Automobile Liability (“BAL”) coverage with combined single limits of at least \$1,000,000 (per occurrence).

11.1.2.2.1 BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

11.1.2.2.2 BAL coverage shall be written on an occurrence basis.

11.1.2.2.3 All other parties required by the Owner shall be included as additional insureds on the BAL coverage. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. The BAL coverage shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any additional insured other than the other insurances coverages purchased and maintained by the Contractor hereunder.

11.1.2.3. Commercial Umbrella (“CU”) coverage with limits of at least \$5,000,000.

- 11.1.2.3.1 CU coverage shall be written on an occurrence basis.
- 11.1.2.3.2 All other parties required by the Owner shall be included as additional insureds on the CU coverage for both ongoing and Completed Operations. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. The CU coverage shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any additional insured other than the other insurances coverages purchased and maintained by the Contractor hereunder.
- 11.1.2.4 Workers' Compensation shall be maintained to protect against claims under the workers' compensation act with limits of at least \$500,000 for each accident. Employers' Liability coverage will also be maintained with limits of at least \$500,000 for each accident for bodily injury including death and disease.
- 11.1.2.4.1 WCEL coverage shall be written on an occurrence basis.
- 11.1.2.4.2 Where applicable and/or as required by the construction manager, the U.S. Longshoremen and Harborworkers' Compensation Act endorsement shall be included as part of the WCEL coverage and attached to the policy for WCEL coverage.
- 11.1.2.4.3 Where applicable and/or as required by the Owner, the Maritime Coverage Endorsement shall be included as part of the WCEL coverage and attached to the policy for WCEL coverage.
- 11.1.2.5 The Contractor shall provide property insurance necessary for the protection against loss of owned, rented or borrowed capital equipment and tools, including tools owned by employees, and any tools, equipment staging towers and forms owned, rented or borrowed by the Subcontractor. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as Additional Insureds under the Contract Documents. Contractor shall ensure that any subcontractor employed by him similarly carries sufficient insurance to protect that subcontractor's property.
- 11.1.2.6 Contractor waives all rights against the Owner and all their agents, officers, directors and employees for recovery of damages to the extent those damages are covered by any of the insurance coverages purchased and maintained by the Contractor.

- 11.1.2.7 Contractor shall provide the Owner with appropriate certificates of insurance coverages evidencing that the insurance coverages required herein are valid and in full force and effect at least thirty (30) days before the Contractor performs any Work and before the Contractor or any of its agents, subcontractors or employees enters upon the job site. Each such certificate of insurance and the actual insurance policy for each insurance coverage required herein shall contain a provision that the coverage and protection afforded under the policy will not be canceled or modified or allowed to expire without at least thirty (30) days' prior written notice to the Owner.
- 11.1.2.8 Each policy of insurance coverage purchased and maintained by the Contractor herein shall be so purchased and maintained from or by an insurance company properly and fully authorized and licensed to do business and to issue policies of insurance in the state in which the Project is located.
- 11.1.2.9 Each policy of insurance coverage purchased and maintained by the Contractor herein shall provide that the insurer shall defend any suit or action against the Owner and/or their agents, officers, directors and employees and hold them harmless, even if such suit or action is frivolous or fraudulent. Such policy also shall provide the Owner the right to engage their/its own attorney(s) for the purpose of defending any legal action against the Owner and their agents, officers, directors and employees, and that the Contractor shall indemnify and hold harmless the Owner, and their agents, officers, directors and employees, for costs and expenses, including attorney's fees, arising out of or incurred in defending such suit or action.
- 11.1.2.10 The purchase, maintenance or issuance of insurance coverage of any type by the Contractor or the Owner as required herein or otherwise, shall not be deemed or construed to release, limit, waive or discharge the Contractor from any or all of the obligations and risks imposed by the Agreement upon the Contractor. Neither shall any forbearance nor omission by the Owner to require proof of insurance coverages or certificates of insurance or to obtain or review any policies of insurance coverage from the Contractor before permitting the Contractor to proceed or continue with the Work be deemed a waiver of the Owner's rights or the Contractor's obligations regarding the provision of insurance coverage under this Agreement.
- 11.1.2.11 Waiver of Subrogation. Subcontractor hereby waives any and all rights of recovery against the Owner and their respective officers, members, agents, employees, and insurance companies occurring on or arising out of Contractor's Work to the extent such loss or damage is covered by proceeds received from insurance required under this Agreement to be carried by the Contractor.
- 11.1.2.12 Contractor hereby certifies that it has furnished to its insurance provider(s) a copy or copies of the foregoing insurance

requirements (all the applicable requirements of Section 9. hereof (“requirements”), and Contractor, for and on behalf of itself and its insurance provider(s), certifies and agrees that all insurance coverages (including but not limited to the types, limits, periods of coverage, endorsements and policies applicable or in regard thereto) provided to the Owner hereunder are in accordance and full compliance with the requirements, as reasonably determined and interpreted by the Owner. Contractor, to the fullest extent permitted by applicable law, shall defend, indemnify and save harmless the Owner and their respective successors, assigns, directors, officers, agents and employees from and against any and all damages and losses, without limitation, including attorneys’ fees and costs caused by, arising out of or resulting from the Contractor or its insurance provider(s) refusal or failure to provide all the insurance coverages (including but not limited to the types, limits, periods of coverage, endorsements and policies applicable or in regard thereto) required hereunder, to comply in any respect with the requirements, and/or to fully honor and abide by any of the certifications and/or agreements set forth in this section.

3.14 ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

Add the following Subparagraph to 12.2.2:

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

3.15 ARTICLE 13: MISCELLANEOUS PROVISIONS

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

3.16 ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.3 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.3.3 in its entirety and replace with the following:

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

Add the following Articles and Paragraphs:

3.17 ARTICLE 15 - PREFERENCE FOR DELAWARE LABOR (NEW ARTICLE)

A. 15.1 The Contractor shall comply with the following provisions of Delaware Code, Title 29, Chapter 69, Section 6910:

In the construction of all public works for the State or any political subdivision or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen 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. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company, or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

3.18 ARTICLE 16 - LICENSE AND TAX REQUIREMENTS (NEW ARTICLE)

A. 16.1 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. Contractor's shall submit a copy of all business licenses required by local and state agencies. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, the Contractor shall furnish the State Tax Department, within 10 days after award of contract, a statement of the total values of each contract and subcontract, together with the names and addresses of the contracting parties. The Contractor, before the payment of any award or amount payable to any Contractor or subcontractor not a resident of Delaware, shall ascertain from said non-resident Contractor or subcontractor and/or the State Tax Department, whether he has obtained a license and satisfied his liability paid by the non-resident Contractor or subcontractor, the Contractor shall deduct from the award the amount payable to said non-resident contractor or subcontractor the amount of said license liability and shall pay same to the State Tax Department within 10 days after final payment and settlement with the non-resident Contractor or subcontractor.

B. 16.2 Taxes: The Contractor shall pay all sales, consumer, use and other taxes required by law.

3.19 ARTICLE 17 - PREVAILING DELAWARE WAGE RATES (NEW ARTICLE)

- A. 17.1 In accordance with Delaware Code, Title 29, Chapter 69, Section 6912, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
- B. 17.2 This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- C. 17.3 It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.
- D. 17.4 Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner and the Architect, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.
- E. 17.5 "In accordance with Delaware Code, Title 29, Section 6912, as amended July 5, 1994, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$15,000 for renovation work and \$100,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor."
- 17.5.1 A Payroll Report, available from the Department of Labor is to be used to provide this information.

END OF SECTION 007300

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

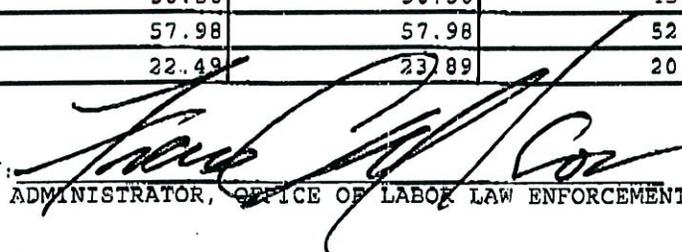
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2012

CLASSIFICATION	NEW CASTLE	RENT	SUSSEX
ASBESTOS WORKERS	23.22	29.83	39.20
BOILERMAKERS	65.47	33.22	48.83
BRICKLAYERS	45.63	45.63	45.63
CARPENTERS	49.06	49.06	39.22
CEMENT FINISHERS	40.38	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	59.10	59.10	59.10
ELEVATOR CONSTRUCTORS	73.14	40.93	30.55
GLAZIERS	62.60	62.60	54.20
INSULATORS	50.38	50.38	50.38
IRON WORKERS	58.70	58.70	58.70
LABORERS	37.20	37.20	37.20
MILLWRIGHTS	60.85	60.85	47.42
PAINTERS	40.62	40.62	40.62
PILEDRIVERS	66.42	37.64	30.45
PLASTERERS	21.61	21.61	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	57.95	43.24	46.28
POWER EQUIPMENT OPERATORS	55.81	55.81	24.13
ROOFERS-COMPOSITION	21.01	20.71	17.02
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	64.39	62.18	62.18
SOFT FLOOR LAYERS	44.92	44.92	44.92
SPRINKLER FITTERS	50.65	50.65	50.65
TERRAZZO/MARBLE/TILE FNRS	50.50	50.50	45.45
TERRAZZO/MARBLE/TILE STRS	57.98	57.98	52.63
TRUCK DRIVERS	22.49	23.89	20.03

CERTIFIED: 7/17/12

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: 11.133 Multi-Purpose Juvenile Facility, New Castle County





**RELEASE FORM FOR ELECTRONIC FILES**

- Planning
- Architecture
- Interior design
- Graphic Design
- Project Management

OWNER: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_  
 LIST OF DRAWINGS: \_\_\_\_\_  
 USAGE FEE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Definitions:**

All electronic information **and other instruments of service** provided by BSA+A **and its consultants**, 715 North Orange Street, Wilmington, DE 19801, which include everything transmitted on electronic storage media, from a website, or via the Internet, is known as the Data. The Recipient is the undersigned firm or individual requesting the Data.

**Terms:**

In accepting and utilizing the Data, the Recipient agrees with the following Terms:

1. The General Contractor/Construction Manager, and every subcontractor using the Data shall each return one signed copy of this Release Form to BSA+A.
2. DISTRIBUTION AND COORDINATION: The Recipient will not distribute the Data to any other firm or individual, except for the Recipient's consultants or subcontractors. If BSA+A issues an update or change in the Data during the course of the project, the General Contractor/Construction Manager is responsible for distribution and coordination. **Transfer of electronic data does not include subsequent updates and revisions**
2. USE: The Data will be used only for the specific project and owner listed above. None of the Data will be used for any other project or purpose, at this or any other site. Indicia/Title Block may be removed at the discretion of the design professional. The
3. OWNERSHIP: Copyright and ownership of the Data are not transferred to the Recipient, or to any other party. BSA+A and/or Owner retain all rights to the Data.
4. ACCURACY: Design data is never perfect. The information is not guaranteed to be accurate. The method of data transfer cannot be guaranteed to be error-free, durable, or compatible with the Recipient's hardware, software or output systems. Any defects discovered by the Recipient shall be reported to BSA+A. **Contractors and subcontractors are not relieved of their normal responsibilities to independently check, coordinate & verify information and dimensions, and to familiarize themselves thoroughly with the project.**
5. **Electronic data (CADD drawings) shall be provided for use as background plans only. Contractor shall be responsible for verification of all dimensions and revisions. Contractor shall not have, copy or reproduce details, elevations, sections, schedules or other similar data.**
6. **Neither BSA+A nor its consultants** are not to be held liable for any damages attributable to the use of the Data, or changes and additions made to the Data by you or your consultants or subcontractors. **The Undersigned agrees, to the fullest extent permitted by law, to indemnify and hold BSA+A and its consultants harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Firm or from any reuse of the drawings and data without the prior written consent of BSA+A and its consultants.**
7. This agreement shall be governed by the laws of Delaware.
8. **The Undersigned agrees to make payment of \$150 processing fee for each consultant's electronic files to BSA+A prior to release of any electronic media release.**

**GENERAL CONTRACTOR, CONSTRUCTION MANAGER, OR SUBCONTRACTOR:**

**Print Clearly:**

Recipient Company: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Signed \_\_\_\_\_ Date: \_\_\_\_\_

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 302.658.9300  
 fax 658.1125  
 www.simpers.com

**SECTION 010000 - GENERAL REQUIREMENTS**

## PART 1 - GENERAL

- A. The purpose of this section is to supplement the construction documentation prepared by the Project Architect. Since site conditions do vary from site to site, the General Contractor (hereinafter referred to as "Contractor") agrees that he has visited the proposed site for this project and that his price includes all work necessary to complete the scope as intended on the drawings and as required to obtain all required certificates of occupancy.
- B. Specific direction, details documented on the Construction Plans prepared by the Project Architect shall take precedence over this specification should any ambiguity exists between the two.
- C. Contractor shall notify Owner or Owner's authorized representative prior to making any changes, alterations or revisions from the contract plans or specifications. It is the Contractor's responsibility to received written approval from Owner prior to making any changes. Changes made without written approval may be reversed by Owner at Contractor's cost.
- D. The Contractor shall provide full scale mockups prior to final rough-in of devices (electric, nurse call, med gas, voice data, monitor brackets etc.) for review by the owner of patient room headwalls or other patient care areas where device placement is critical. The mock-ups shall clearly and accurately illustrate the location, size, and configuration of all devices so that the layout may be reviewed by nursing personnel for functionality. Rework required for device rough-in as a result of not receiving sign-off by the Owner shall be at the Contractor's cost.
- E. The Contractor shall be responsible for all permits and payment of fees, including individual building, individual trade permits (mechanical, electrical sprinkler etc.) taxes, etc., and for obtaining all required certificates for occupancy. The Owner shall assist the contractor in securing inspections, however it is ultimately the Contractor's responsibility to secure both Intermediate Life Safety reviews and inspection and final occupancy approval from Authorities Having Jurisdiction (AHJ) in accordance with the project schedule. All contractors and subcontractors shall have business licenses as required by the governing local jurisdiction.
- F. All work shall be substantially completed on or before the date for in the Contract Documents ("Construction Completion Date"), unless extended in writing by change order or mutual agreement between the Owner and Contractor. Notwithstanding the condition of the Work, the Work shall not be deemed to be substantially complete until such time that Contractor presents Owner with a

Certificate(s) of Occupancy or other evidence acceptable to the owner of the approval of the Work by the governing bodies having jurisdiction.

- G. Contractor to submit to Owner/Owner's representative cuts, samples product literature and or shop drawings for all building materials, millwork, fixtures, hardware, mechanical and electrical equipment, design drawings and finishes prior to installation. Approval of submittals is to confirm general compliance with the project specifications and plans and does not relieve the contractor from complying with the contract documents or applicable codes.
- H. Additional work approved by Owner due to a change in the scope of work as described in the construction documents, shall contain a fee for contractor's profit and overhead in accordance with the supplementary conditions.
- I. Contractor to submit to Owner a list of all proposed subcontractor's prior to the commencement of work. Mechanical and electrical contractors must be approved prior to final contract award. Owner shall have the right of final approval of a subcontractor's and the right to review details of contractor's and sub-contractor's bids, proposals, estimates, etc. Contractor to provide a detailed CPM based schedule which shall include not only contractor's activities but all related project activities required for the successful completion of the project. The schedules shall be coordinated with any schedules or other time restraints identified as part of the bidding package. The schedule shall be updated as project conditions require or at the request of the owner's representative.
- J. Owner shall have the right, at Owner's cost, to hire qualified third party Consultants/Engineers ("Consultants") to review the quality, consistency, and workmanship of any or all of the completed work, and Contractor agrees to cooperate with Consultants. If Consultant determines and documents that the work performed by Contractor or Subcontractor's does not conform to the plans or specifications or the work does not meet applicable governmental codes, building codes or general building standards, Contractor agrees to pay for the cost of said review and repair, replace or otherwise complete remedial work as required.
- K. Prior to the commencement of construction, Contractor shall submit an executed, recordable Waiver of Liens covering the work of the contractor and all subcontractors. All subcontracts written by the contractor shall acknowledge that a Waiver of Liens has been recorded for the project. At project completion and submitted with the final billing. Releases of Liens shall be provided by the contractor and all major subcontractors. Owner shall not be obligated to pay any amount not covered by a release of liens.
- L. In all projects special consideration shall be given to the following air quality/cleanliness items:

1. If new return duct systems are used to condition construction space prior to final occupancy then they shall also be covered with filter media and maintained/replace as needed. Procedures and specifications to comply with LEED Requirements for Indoor Air Quality measures required during Construction. Equipment warranties or other applicable warranties shall not begin prior to substantial completion.
- M. The Contractors shall visit and examine the premises so as to fully understand all of the existing conditions pertaining to their work.
- N. The Owner reserves the right to designate the order in which the Contractors shall proceed with any and all portions of the work. Work shall be coordinated so as not to interfere with the business of the Owner. No additional work shall be started without the approval of the building Hospital project manager.
- O. The Contractors shall comply with all Federal, State and Municipal Laws and Ordinances and shall give all notices and obtain all permits necessary for the work, and shall pay all cost of fees for same. The Contractors shall familiarize themselves with the rules of all boards, or departments having jurisdiction and with the work shown on the plans. They shall notify the Owner, if in their opinion any work is omitted or if any work or material shown or specified is not in accordance with good practice or these rules.
- P. All noise, dirt and dust shall be kept at an absolute minimum and comply with Hospital Policies. All areas shall be left broom clean at the end of each day's operations. Floors shall be protected with "Sisalcraft", or similar paper, wherever alteration work might damage the floor covering.
- Q. In the event that any portion of the building is occupied before other areas begin construction, temporary partitions shall be erected by all applicable Contractors before the start of new work and removed by the Contractors at the completion of the work. All Contractors shall submit to the Owner in writing all provisions planned for maintaining ease of access and any "Interim Life Safety Measures" required, and acquire approval from local authorities for interior life safety measures.
- R. All work shall be completed during normal working hours, unless otherwise specified. If additional work is directed to be completed on premium time, the additional cost of authorized overtime work shall be subject to reimbursement by the Owner, shall be only the actual amounts earned by such craftsmen and supervisors who are directed to work on premium time, and shall include such regular taxes and withholdings as are customary, plus a mark up. A list of craftsmen and supervisor hourly rate will be submitted as a part of the Contract Package.

- S. The Sub-Contractors shall obtain and maintain the insurances in accordance with Owner's requirements:
1. General Liability: Comprehensive form, premises operations, products/completed operations, contractual insurance, broad form property damage, independent Contractors, personal injury with limits in amount as specified by Owner for combined single limit for each occurrence.
  2. Automobile Liability: Comprehensive form, with limits as specified by Owner for single limit for each occurrence (bodily injury and property damage combined).
  3. Workmen's Compensation Insurance as required by the state(s) in which the contract is to be performed and employer's liability insurance with limits for accident, disease-policy limit, and disease-each employee, as specified by Owner.
  4. Excess Liability, in the Umbrella Form and on an Occurrence Basis, with limits for combined single unit for each occurrence, as specified by Owner.
- V. Work to be done shall be all inclusive and any work not specifically mentioned but reasonably implied shall be included. This includes any patch and paintwork necessary.
- W. The handling and storage of all welding materials, acetylene and oxygen tanks, burners, etc. if required for the execution of work, shall be subject all times to the approval of the Owner's representative. The Contractor shall provide standby fire extinguishers and all the equipment mentioned herein shall be removed at the end of each working period.
- X. Storage of Flammable Materials:
1. Gasoline, etc. cannot be stored in the building.
  2. Oil base paints, varnish, etc., is limited to 20 gallons stored in approved storage cabinets or in a 1 hour rated storeroom with a 4-inch high liquid tight sill at the entry door.
- Y. Handling and storage of welding materials are subject to the following conditions and the approval of the hospital representative.
1. The Contractor shall obtain a welding permit from all governing agencies applicable.
  2. Work area shall be kept free of all combustible material.
  3. Fire retardant tarpaulins are acceptable and shall be used.
  4. All welding and cutting equipment shall be kept outdoors.
  5. If acetylene and oxygen tanks are required indoors, they shall be kept as far from the actual work location as possible.
  6. All welding and cutting equipment shall, whenever practical, be removed from the building daily.

7. All equipment such as cables, hoses, regulators, etc., shall be in good condition.
8. A fire watch furnished by the Contractors, consisting of at least one man with no other assigned duties, shall be posed at all times to stand by and observe area for any potential hazards while welding or cutting is being done.
9. The fire watch shall be equipped with suitable personal eye protection and fire extinguishers as follows:

Work Area	Type Extinguishers	No. Required
Equipment Spaces	CO <sub>2</sub> (15 lb.)	2
Other Spaces	Water (2-1/2 gal.)	1
	CO <sub>2</sub> (15 lb.)	1

10. All extinguishers shall be furnished by the Contractors.
  11. Fire watch shall be provided during and for 30 minutes after operations end for the day. Fire watch must be maintained during short breaks and for 30 minutes at the start of long breaks in the work operations. An inspection of the work area shall be made 1/2 hour after the fire watch ends.
- Z. The Contractor shall keep the building free from rubbish and dirt. No rubbish or materials shall be allowed to accumulate in the building, on the property, or on the street or sidewalk.
- AA. The Contractor shall take all necessary precautions for the safety of the employees on the work site and shall comply with all applicable provisions of federal, state, or municipal safety laws to prevent accidents or injury on or about the property.

## BB. Security Regulations:

1. All persons employed on or visiting the site of the work will be required to observe the Owner's security regulations and must be identified by proper credentials furnished by Owner.
2. Passes for entry to the building will be issued by the Owner to a designated list of supervisory personnel. All working in the building will be required to wear an identification badge furnished by the Owner and prominently displayed.

CC. The date of final acceptance for each phase of construction shall be that date upon which the Owner occupies the completed area, and the punch list, as built drawings, maintenance manuals, agreements, instructions, diagrams, spare parts lists and parts, warranties, bonds, etc. are signed off as complete and in the Owner possession.

DD. The Contractors shall maintain a set of contract drawings, specifications and shop drawings of the appropriate package and mark same to show the actual installation where the installation varies from the work as originally shown. Mark sets with red pencil. Use other colors to distinguish between variations in separate categories of the work. Upon completion of the work submit above to the Owner.

EE. The Constructor shall maintain on the site a stamped permit set of drawings in addition to all construction permits, made available the contract for inspection by building officials and other applicable municipalities required to inspect the site and construction.

FF. Execution of all work, in particular work involving existing utilities, shall be carefully scheduled with the Owner and shall be undertaken in a manner to minimize disruption of normal operation of the facility and the welfare of the occupants. Scheduling and planning shall be subject to the approval of the Architect and the Owner.

GG. The Contractors are to refer to AIA Document A201-2007, General Conditions of the Contract for Construction – 2007 Edition. This document and the Hospital's Policies shall be applicable to this project.

HH. The Contractors shall be responsible for incorporating into the contract scope all general conditions and special conditions included, or in the contract scope. The Contractor shall be responsible for resolving any contradictory or conflicting items appearing in this section or in the contract documents, by requesting in writing a resolution to be provided by the Architect and Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010000

CANNOT BE USED FOR BIDDING

**SECTION 011000 - SUMMARY**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

## A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Purchase contracts.
6. Owner-furnished products.
7. Contractor-furnished, Owner-installed products.
8. Access to site.
9. Coordination with occupants.
10. Work restrictions.
11. Specification and drawing conventions.
12. Miscellaneous provisions.

## B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

## 1.3 PROJECT INFORMATION

## A. Project Identification: Juvenile Multi-Purpose Facility

1. Project Location: 1825 Faulkland Road, Wilmington, DE 19805.

## B. Owner: State of Delaware, Department of Services for Children, Youth and Their Families.

1. Owner's Representative: Mark DeVore, Chief of Engineering and Operations (State of Delaware).
2. Owner's Representative: Mike Alfree, Deputy Director (Department of Services for Children, Youth & Their Families).

## C. Architect: BSA+A Architects.

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Landmark / JCM ; Civil Engineers / Landscape Architects
2. Macintosh Associates; Structural Engineers
3. Furlow Associates, Inc.; MEP Engineers & Security and Technology

**1.4 WORK COVERED BY CONTRACT DOCUMENTS**

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. A 13,135 square foot, one story Juvenile Multi-Purpose Facility with an attic mechanical level. The structure is a slab on grade with no basement.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

**1.5 WORK BY OWNER**

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.

1. Demolition of the existing cottage building – work already completed.

C. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. Owner's installation work for CCTV and security cameras.

D. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.

1. Furniture Installation.

**1.6 WORK UNDER SEPARATE CONTRACTS**

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

## 1.7 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished product..
- B. Owner-Furnished Products:
  - 1. Equipment and Furniture listed in a separate document.
  - 2. Exterior Building Signage.

## 1.8 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to areas within the Contract limits any additional areas where work is permitted by owner.
  - 2. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to **40 feet (12.2 m)** beyond building perimeter; **10 feet (3 m)** beyond surface walkways, patios, surface parking, and utilities less than **12 inches (300 mm)** in diameter; **15 feet (4.5 m)** beyond primary roadway curbs and main utility branch trenches; and **25 feet (7.6 m)** beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
  - 3. Driveways, Walkways and Entrances: Keep driveway, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## 1.9 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used

facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

#### 1.10 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in conjunction with the existing surrounding building to normal business working hours of T.B.D. a.m. to T.B.D. p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: T.B.D.
2. Early Morning Hours: T.B.D. by Owner.
3. Hours for Utility Shutdowns: T.B.D. by Owner.
4. Hours for Insert noisy activity: T.B.D. by Owner.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

#### 1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

CANNOT BE USED FOR BIDDING

**SECTION 011445 - TESTING FOR INDOOR AIR QUALITY**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, other Division-1 Specification sections, and specifications of materials mentioned in this section, apply to this section.

## 1.2 SUMMARY

- A. General: This section provides requirements for Baseline Indoor Air Quality (IAQ) Testing for maximum indoor pollutant concentrations for acceptance of the facility. This section provides an alternative to the building flushout requirement for achieving LEED EQc3.2, as outlined in Section 018113 "LEED and Sustainable Design Requirements".

## 1.3 RELATED SECTIONS

- A. All work shall comply with Division 1 Section "LEED Requirements".
- B. Coordinate with Commissioning activities specified in Section 019113.
- C. Additional specifications for baseline testing of Indoor Air Quality are included in Section 230900 Testing, Adjusting and Balancing."
- D. Cleaning of HVAC system including all duct work, air intakes and returns, and changing of filters as specified in Section 230900 "Testing, Adjusting and Balancing".

## 1.4 SUBMITTALS

- A. Baseline IAQ Testing: Submit a report for each test site specified for IAQ baseline testing as prescribed herein below and in Section 230900 "Testing, Adjusting, and Balancing." Report on air concentrations of targeted pollutants identified in Subsection 3.1 of this section.

## 1.5 SEQUENCING AND SCHEDULING

- A. Identify, program, and schedule all IAQ testing well in advance of construction in a manner to prevent delays to the performance of the work of this Contract in order to perform and complete all testing after the completion of construction activities and prior to occupancy.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 BASELINE IAQ TESTING

- A. HVAC System Verification: To assure compliance with recognized standards for indoor air quality including ANSI/ASHRAE Standard 62.1-2007, EPA Compendium of Methods for the Determination of Air

Pollutants in Indoor Air, and the LEED Reference Guide for Green Buildings and Construction 2009 Edition, the Contractor's independent testing and balancing agency shall verify the performance of each HVAC system including space temperature and space humidity uniformity, outside air quantity, filter installation, drain pan operation, and any obvious contamination sources.

- B. Indoor Air Quality Testing: Upon verification of HVAC system operation, the owner hire an independent contractor, subject to approval by the Contracting Officer's Representative, with a minimum of 5 years experience in performing the types of testing specified herein, to test levels of indoor air contaminants for compliance with specified requirements.
1. A test plan shall be submitted for the approval of the Contracting Officer's Representative. The plan shall specify procedures, times, instrumentation, and sampling methods that will be employed.
  2. Perform IAQ testing of at least 1 samples per 25,000 sq ft in each portion of the building served by a separate ventilation system.. Contaminant levels are to be measured on each floor of the building and in each zone in an area agreed upon by the Contractor and the Contracting Officer's Representative. Areas with very high outside air ventilation rates are excluded from these testing requirements. The Contracting Officer's Representative is the sole judge of areas exempt from testing.
  3. Perform IAQ testing following the completion of all interior construction activities and prior to occupancy; this testing must be performed prior to the installation of furniture.
  4. Perform IAQ testing within the breathing zone, between 3'-6" and 7'-0" above the finished floor for a minimum of 4-hour period.
  5. Collect air samples during normal occupied hours with the HVAC system operating at normal daily start times and at the minimum outside air flow rate to determine compliance or non-compliance of indoor air quality for each air handling zone tested.
  6. Sample and record outside air levels of formaldehyde and TVOC contaminants at outside air intake of each respective air handling unit simultaneously with indoor tests to establish basis of comparison for these contaminant levels.
  7. Acceptance of respective portions of the building by the Owner is subject to compliance with specified limits of indoor air quality contaminant levels.
- C. Compliance Indoor air quality shall conform to the following standards and limits:
1. Carbon Dioxide: Not to exceed 530 ppm higher than outdoor ambient levels.
  2. Airborne Mold and Mildew: Simultaneous indoor and outdoor readings.
  3. Maximum Air Concentration Standards: Indoor room air concentration levels, emission rates, and qualities of the listed contaminants shall not exceed the limits specified in Table 3.1 below.
- D. Test Reports: Prepare test reports showing the results and location of each test, a summary of the HVAC operating conditions, a listing of any discrepancies and recommendations for corrective actions, if required.
1. Include certification of test equipment calibration with each test report.

- E. If any test fails the standard, the Contractor is responsible for ventilating the building with 100% outside air until the building passes both air quality tests and duct inspections. Retesting shall be performed at no additional expense to the Owner.

Table 3.1 MAXIMUM INDOOR AIR CONCENTRATION STANDARDS

Indoor Contaminants	Maximum Concentration
Formaldehyde	27 parts per billion
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
4-Phenylcyclohexene (4~PCH)***	6.5 micrograms per cubic meter
Particulates (PM10)	50 micrograms per cubic meter
Carbon Monoxide	9 parts per million and no greater than 2 parts per billion above outdoor levels.

\* All levels must be achieved prior to acceptance of the building. The levels do not account for contributions from office furniture, occupants, and occupant activities.

\*\*\* This test is required only if carpets and fabrics with styrene butadiene rubber (SBR) latex backing are installed as part of the base building systems.

TLV-TWA Threshold Limit Value - Time Weighted Average

END OF SECTION 011445

**SECTION 012300 - ALTERNATES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

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

## 1.3 DEFINITIONS

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

## 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Kitchenette Equipment.

1. Base Bid: Owner is to provide and install all kitchenette equipment as indicated in the contract documents (Reference Drawing A141 and Specification Section 113100 – Kitchen Equipment.
2. (Add) Alternate: Contractor shall provide and install kitchenette equipment in the contract documents as indicated in the contract documents (Reference Drawing A141 and Specification Section 113100 – Kitchen Equipment.

B. Alternate No. 2: Emergency Generator.

1. Base Bid: Owner to provide and install emergency generator as indicated in the contract documents. Delete the generator's concrete pad as indicated on Civil Drawings CC-04 & CC-05. Owner to also provide battery packs for emergency lighting as indicated on the electrical drawings.
2. (Add) Alternate: Contractor to supply and install the emergency generator and transfer switches, including all equipment pad(s) and provide battery packs for emergency lighting as indicated on the electrical drawings. (Reference Drawings E102, E105 and Specification Sections 260606 and 260612).

C. Alternate No. 3: CCTV Camera System.

1. Base Bid: Owner is to provide and install CCTV Camera system as indicated in the on contract documents.
2. (Add) Alternate: Contractor shall provide and install CCTV Camera Equipment indicated in the contract documents. All CCTV Camera equipment is provided by owner. (Reference Drawings E101, E102 and Specification Section 260728).

D. Alternate No. 4: Metal Lockers.

1. Base Bid: Owner is to provide and install Metal Lockers as indicated in the on contract documents.
2. (Add) Alternate: Contractor shall furnish and install all Metal Lockers reference on the drawings and Specification Section 105113.

E. Alternate No. 5: Window Treatment.

1. Base Bid: Owner is to provide and install all window treatment as indicated in the on contract documents.
2. (Add) Alternate: Contractor shall furnish and install all Window Treatment reference on the drawings and Specification Section 122413 and Window Treatment Schedule 122413A.

END OF SECTION 012300

**SECTION 012500 - SUBSTITUTION PROCEDURES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Division 01 Section "Alternates" for products selected under an alternate.
  - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 3. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

## 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

## 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

## 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

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

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
- c. Substitution request is fully documented and properly submitted.
- d. Requested substitution will not adversely affect Contractor's construction schedule.
- e. Requested substitution has received necessary approvals of authorities having jurisdiction.
- f. Requested substitution is compatible with other portions of the Work.
- g. Requested substitution has been coordinated with other portions of the Work.
- h. Requested substitution provides specified warranty.
- i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Not allowed unless otherwise indicated.

- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.

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

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
- e. Substitution request is fully documented and properly submitted.
- f. Requested substitution will not adversely affect Contractor's construction schedule.
- g. Requested substitution has received necessary approvals of authorities having jurisdiction.
- h. Requested substitution is compatible with other portions of the Work.
- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500



# SUBSTITUTION REQUEST

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
 \_\_\_\_\_ From: \_\_\_\_\_  
 To: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ A/E Project Number: \_\_\_\_\_  
 Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
 Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New product  2-5 years old  5-10 yrs old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Reason for not providing specified item: \_\_\_\_\_  
 \_\_\_\_\_

Similar Installation:  
 Project: \_\_\_\_\_ Architect: \_\_\_\_\_  
 Address: \_\_\_\_\_ Owner: \_\_\_\_\_  
 Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_  
 \_\_\_\_\_

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

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_



# SUBSTITUTION REQUEST

The Undersigned certifies:

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

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

## A/E's REVIEW AND ACTION

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

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments:  Contractor  Subcontractor  Supplier  Manufacturer  A/E  \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 012600 - CONTRACT MODIFICATION PROCEDURES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

## 1.3 MINOR CHANGES IN THE WORK

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

## 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or] 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." or forms acceptable to owner and / or Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail" or form acceptable to Owner and / or Architect.

#### 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

#### 1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

**SECTION 012900 - PAYMENT PROCEDURES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 3. Division 01 sustainable design requirements Section for administrative requirements governing submittal of cost breakdown information required for LEED documentation.

## 1.3 DEFINITIONS

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

## 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.

4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
  5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Division 01 Section "Summary."
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for LEED documentation and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

- a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 30th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.
- F. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.

- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- I. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

- K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. LEED submittal for project materials cost data.
  4. Contractor's construction schedule (preliminary if not final).
  5. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  6. Products list (preliminary if not final).
  7. LEED action plans.
  8. Schedule of unit prices.
  9. Submittal schedule (preliminary if not final).
  10. List of Contractor's staff assignments.
  11. List of Contractor's principal consultants.
  12. Copies of building permits.
  13. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  14. Initial progress report.
  15. Report of preconstruction conference.
  16. Certificates of insurance and insurance policies.
  17. Performance and payment bonds.
  18. Data needed to acquire Owner's insurance.
- M. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- N. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. Evidence that claims have been settled.
7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## Application and Certificate for Payment

<b>TO OWNER:</b>	<b>PROJECT:</b> sample	<b>APPLICATION NO:</b> 001	<b>Distribution to:</b>
		<b>PERIOD TO:</b>	OWNER:
<b>FROM CONTRACTOR:</b>	<b>VIA ARCHITECT:</b>	<b>CONTRACT FOR:</b> General Construction	ARCHITECT:
		<b>CONTRACT DATE:</b>	CONTRACTOR:
		<b>PROJECT NOS:</b> / /	FIELD:
			OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM .....	\$	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
<b>5. RETAINAGE:</b>		
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
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
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.



**SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General coordination procedures.
  2. Coordination drawings.
  3. Requests for Information (RFIs).
  4. Project Web site.
  5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
  4. Division 01 Section "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

## 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

### 1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
  - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
  - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
  - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
  - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
  - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
  - f. Indicate required installation sequences.
  - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed

resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
  - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
  - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
  - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
  - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Fire-Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."

- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
  2. File Preparation Format: DWG, Version Autocad (Release 2010), operating in Microsoft Windows operating system.
  3. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format.
  4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Digital Data Software Program: Drawings are available in PDF and / or Autocad.
    - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

#### 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Software log with not less than the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's[ action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.8 PROJECT WEB SITE

- A. Use Owner's Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project Web site shall include the following functions:
1. Project directory.
  2. Project correspondence.
  3. Meeting minutes.
  4. Contract modifications forms and logs.
  5. RFI forms and logs.
  6. Task and issue management.
  7. Photo documentation.
  8. Schedule and calendar management.
  9. Submittals forms and logs.
  10. Payment application forms.
  11. Drawing and specification document hosting, viewing, and updating.
  12. Online document collaboration.
  13. Reminder and tracking functions.
  14. Archiving functions.
- B. Provide up to seven Project Web site user licenses for use of the Owner,, Architect, and Architect's consultants. Provide two hours of software training at Architect's office for Project Web site users.
- C. On completion of Project, provide one complete archive copy(ies) of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.
- D. Provide one of the following Project Web site software packages under their current published licensing agreements:
1. Autodesk, Buzzsaw.
  2. Autodesk, Constructware.
  3. Meridian Systems, Prolog.
  4. Or Equal.
- E. Contractor, subcontractors, and other parties granted access by Contractor to Project Web site shall execute a data licensing agreement in the form of AIA Document C106.

## 1.9 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.

- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing and long-lead items.
    - c. Designation of key personnel and their duties.
    - d. Lines of communications.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. LEED requirements.
    - l. Preparation of record documents.
    - m. Use of the premises and existing buildings.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. LEED Coordination Conference: Owner will schedule and conduct a LEED coordination conference before starting construction, at a time convenient to Owner, Architect, and Contractor.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent and LEED coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect meeting requirements for LEED certification, including the following:
    - a. LEED Project Checklist.
    - b. General requirements for LEED-related procurement and documentation.
    - c. Project closeout requirements and LEED certification procedures.
    - d. Role of LEED coordinator.
    - e. Construction waste management.
    - f. Construction operations and LEED requirements and restrictions.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. LEED requirements.
    - i. Review of mockups.
    - j. Possible conflicts.
    - k. Compatibility requirements.
    - l. Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written instructions.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.
    - s. Space and access limitations.
    - t. Regulations of authorities having jurisdiction.
    - u. Testing and inspecting requirements.
    - v. Installation procedures.
    - w. Coordination with other work.
    - x. Required performance results.
    - y. Protection of adjacent work.
    - z. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than **9** days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for completing LEED documentation.
    - e. Requirements for preparing operations and maintenance data.
    - f. Requirements for delivery of material samples, attic stock, and spare parts.
    - g. Requirements for demonstration and training.
    - h. Preparation of Contractor's punch list.
    - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - j. Submittal procedures.
    - k. Coordination of separate contracts.
    - l. Owner's partial occupancy requirements.
    - m. Installation of Owner's furniture, fixtures, and equipment.
    - n. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- F. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Status of LEED documentation.
    - 5) Deliveries.
    - 6) Off-site fabrication.
    - 7) Access.
    - 8) Site utilization.
    - 9) Temporary facilities and controls.
    - 10) Progress cleaning.
    - 11) Quality and work standards.
    - 12) Status of correction of deficient items.
    - 13) Field observations.
    - 14) Status of RFIs.
    - 15) Status of proposal requests.
    - 16) Pending changes.
    - 17) Status of Change Orders.
    - 18) Pending claims and disputes.
    - 19) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- G. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
  - c. Review present and future needs of each contractor present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Resolution of BIM component conflicts.
    - 4) Status of submittals.
    - 5) Deliveries.
    - 6) Off-site fabrication.
    - 7) Access.
    - 8) Site utilization.
    - 9) Temporary facilities and controls.
    - 10) Work hours.
    - 11) Hazards and risks.
    - 12) Progress cleaning.
    - 13) Quality and work standards.
    - 14) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

**SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

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

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Special reports.

- B. Related Requirements:

1. Division 01 Section "Multiple Contract Summary" for preparing a combined Contractor's construction schedule.
2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

## 1.3 DEFINITIONS

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

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

- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time belongs to Owner.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
- B. Startup construction schedule.
  - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.

4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Material Location Reports: Submit at weekly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

#### 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
  1. Review software limitations and content and format for reports.
  2. Verify availability of qualified personnel needed to develop and update schedule.
  3. Discuss constraints, including work stages.
  4. Review delivery dates for Owner-furnished products.
  5. Review schedule for work of Owner's separate contracts.
  6. Review submittal requirements and procedures.
  7. Review time required for review of submittals and resubmittals.
  8. Review requirements for tests and inspections by independent testing and inspecting agencies.
  9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
  10. Review and finalize list of construction activities to be included in schedule.
  11. Review procedures for updating schedule.

#### 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    - a. HVAC / Mechanical Equipment.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include no fewer than **15** days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
  7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.

- i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Building flush-out.
  - m. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- D. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
1. See Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for commencement of the Work.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

### 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

### 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (see special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Construction Change Directives received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial completions and occupancies.
  - 19. Substantial Completions authorized.
  - 20. Material stored prior to previous report and remaining in storage.
  - 21. Material stored prior to previous report and since removed from storage and installed.
  - 22. Material stored following previous report and remaining in storage.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect[, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

CANNOT BE USED FOR BIDDING

**SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.
4. Preconstruction video recordings.
5. Periodic construction video recordings.
6. Web-based construction photographic documentation.

- B. Related Requirements:

1. Division 01 Section "Unit Prices" for procedures for unit prices for extra photographs.
2. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
3. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
5. Division 31 Section "Site Clearing" for photographic documentation before site clearing operations commence.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For photographer and Web-based photographic documentation service provider.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- C. Digital Photographs: Submit image files within three days of taking photographs.
  1. Digital Camera: Minimum sensor resolution of **8** megapixels.

2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:
  - a. Name of Project.
  - b. Name and contact information for photographer.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Date photograph was taken.
  - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - g. Unique sequential identifier keyed to accompanying key plan.

**D. Web-Based Photographic Documentation: Submit time-lapse sequence video recordings.**

1. Submit time-lapse sequence video recordings by posting to Project Web site.
2. Identification: For each recording, provide the following information:
  - a. Name of Project.
  - b. Name and contact information for photographer.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Date(s) and time(s) video recording was recorded.
  - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - g. Weather conditions at time of recording.

**1.4 QUALITY ASSURANCE**

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
- B. Web-Based Photographic Documentation Service Provider: A firm specializing in providing photographic equipment, Web-based software, and related services for construction projects, with record of providing satisfactory services similar to those required for Project.

**1.5 USAGE RIGHTS**

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

## PART 2 - PRODUCTS

## 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of **8** megapixels, and at an image resolution of not less than 3200 by 2400 pixels.
- B. Digital Video Recordings: Provide high-resolution, digital video disc.

## 2.2 WEB-BASED PHOTOGRAPHIC DOCUMENTATION

- A. Project Camera: Provide fixed exterior camera installation, mounted to provide unobstructed view of construction site from location approved by Architect.
  - 1. Provide **two** fixed-location camera(s), with the following characteristics:
    - a. Static view.
    - b. Capable of producing minimum 3.0 megapixel pictures.
    - c. Provide power supply, active high-speed data connection to service provider's network, and static public IP address for each camera.
  - B. Wireless Hand-Held Camera: Provide portable camera system capable of producing images complying with requirements in this Section, with wireless transmission to service provider's network enabling a live image stream viewable by multiple parties.
    - 1. Provide battery charger, spare battery pack, base station hub, and base station connections in a number and distribution adequate to enable wireless camera operation throughout Project site.
    - 2. Provide power supply, active high-speed data connection to service provider's network, and static public IP address at base station hub. Provide power supply, conduit, and data wiring between base station hub and base station connections.
- C. Web-Based Image Access: Password-protected access for Project team administered by Contractor, providing current image access and archival image access by date and time, with images downloadable to viewer's device.
  - 1. Provide public viewer open access to most recent project camera image.

## PART 3 - EXECUTION

## 3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  1. Date and Time: Include date and time in file name for each image.
  2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- D. Periodic Construction Photographs: Take 10 photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.
- G. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
  1. Three days' notice will be given, where feasible.
  2. In emergency situations, take additional photographs within 24 hours of request.
  3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Special events planned at Project site.
    - b. Immediate follow-up when on-site events result in construction damage or losses.
    - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    - d. Substantial Completion of a major phase or component of the Work.
    - e. Extra record photographs at time of final acceptance.
    - f. Owner's request for special publicity photographs.

### 3.2 WEB-BASED CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION

- A. Live Streaming Construction Site Images: Provide Web-accessible image of current site image from fixed location camera(s), updated at 15 minute intervals during daytime operation.
- B. Time-Lapse Sequence Construction Site Recordings: Provide video recording from a fixed-location camera to show status of construction and progress.

1. Frequency: Record one frame of video recording every 15 minutes, from same vantage point each time, to create a time-lapse sequence of construction activities.
  2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.
- C. Maintain cameras and Web-based access in good working order according to Web-based construction photographic documentation service provider's written instructions until final completion. Provide for service of cameras and related networking devices and software.

END OF SECTION 013233

**SECTION 013300 - SUBMITTAL PROCEDURES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

## 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in Autocad, Release 2010.
    - c. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.

- d. Digital data drawing files will be made available via email(s) to the contractor.
  - e. The following digital data files will be furnished for each appropriate discipline:
    - 1) Floor plans.
    - 2) Reflected ceiling plans.
    - 3) MEP plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 working days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 10 working days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:

- a. Project name.
  - b. Date.
  - c. Name of Architect.
  - d. Name of Construction Manager.
  - e. Name of Contractor.
  - f. Name of subcontractor.
  - g. Name of supplier.
  - h. Name of manufacturer.
  - i. Submittal number or other unique identifier, including revision identifier.
    - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
  - j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
- a. Transmittal Form for Paper Submittals: Use AIA Document G810.
  - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect.
    - 6) Name of Construction Manager.
    - 7) Name of Contractor.
    - 8) Name of firm or entity that prepared submittal.
    - 9) Names of subcontractor, manufacturer, and supplier.
    - 10) Category and type of submittal.
    - 11) Submittal purpose and description.
    - 12) Specification Section number and title.
    - 13) Specification paragraph number or drawing designation and generic name for each of multiple items.

- 14) Drawing number and detail references, as appropriate.
- 15) Indication of full or partial submittal.
- 16) Transmittal number, numbered consecutively.
- 17) Submittal and transmittal distribution record.
- 18) Remarks.
- 19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
  - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of Architect.
  - d. Name of Construction Manager.
  - e. Name of Contractor.
  - f. Name of firm or entity that prepared submittal.
  - g. Names of subcontractor, manufacturer, and supplier.
  - h. Category and type of submittal.
  - i. Submittal purpose and description.
  - j. Specification Section number and title.
  - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
  - m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number, numbered consecutively.
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Post electronic submittals as PDF electronic files directly to Architect's FTP site specifically established for Project.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

3. Action Submittals: Submit four paper copies of each submittal unless otherwise indicated. Architect, will return two copies.
  4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
  5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.

- e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- L. LEED Submittals: Comply with requirements specified in Division 01 sustainable design requirements Section.
- M. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- N. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

- O. **Installer Certificates:** Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- P. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- Q. **Product Certificates:** Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- R. **Material Certificates:** Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- S. **Material Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- T. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- U. **Research Reports:** Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- V. **Preconstruction Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. **Compatibility Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. **Design Data:** Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations.

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

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
  - 1. Not Reviewed.
  - 2. Approved as Submitted.
  - 3. Approved as Noted.

4. Revise and Resubmit.
  5. Rejected.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

**SECTION 013313 - LEED SUBMITTALS**

**PART 1 GENERAL**

**1.1 GENERAL REQUIREMENTS**

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.
- B. The Owner requires the Contractor to implement practices and procedures to meet the environmental performance goals for the Project, which include achieving at least LEED “Silver” certification, possibly “Gold”. Specific project goals which may impact this and the other sections of this specification include: use of materials with recycled-content; use of locally-manufactured materials; use of low-emitting materials; use of certified wood products; construction waste recycling; and the implementation of a construction indoor air quality management plan. The Contractor shall ensure that the requirements related to these goals, as defined in the sections below and in related sections of the contract documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or his subcontractors, shall not be allowed if such changes compromise the stated LEED criteria.

**1.2 SECTION INCLUDES**

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete submittal requirements as specified herein, including, but not limited to, the following:
  - 1. LEED submittal requirements.
- B. Related Sections include the following:
  - 1. Divisions 02 through 48 Sections for LEED Requirements specific to the Work of each of those Sections.
  - 2. Section 017839 “Construction Waste Management” for procedures related to disposal of construction waste.
  - 3. Section 018113 “LEED and Sustainable Design Requirements” for applicable LEED credit requirements.
  - 4. Section 018119 “Construction IAQ Management” for procedures associated with construction-related impacts on Indoor Air Quality (IAQ).

**PART 2 PRODUCTS**

**2.1 LEED SUBMITTAL REQUIREMENTS**

- A. General: Submit additional LEED submittal requirements included in other sections of the Specifications.
- B. LEED Submittals are required for Construction Waste Management Plan as indicated in this Section and in Section 01 78 39 Construction Waste Management. See also Section 01 81 13 LEED and Sustainable Design Requirements.

- C. LEED Submittals are required for Construction IAQ Management as indicated in this Section and in Section 01 81 19 Construction IAQ Management. See also Section 01 81 13 LEED and Sustainable Design Requirements.
- D. LEED Submittals are required for all installed products and materials as follows:
1. For Specification Divisions 2-10, 12, and 31-32: All materials installed as part of the work of those Sections;
  2. For Specification Divisions 11,14, and 22-26: All permanently installed wood materials, composite wood products, and field-applied interior adhesives, sealants, paints and coatings installed as part of the work of those Sections;
- E. The Contractor and his subcontractors shall submit the LEED Certification items listed in this Section and/or in the SUBMITTALS section of each Specification. LEED Submittals shall include the following, as applicable:
1. For all installed products and materials (except adhesives, sealants, paints and architectural coatings), complete the LEED ENVIRONMENTAL MATERIALS REPORTING FORM (blank copy attached at end of this Section), including the following, as applicable:
    - a. Cost breakdowns, excluding labor and installation equipment, for the materials included in the Contractor or sub-contractor's work. Cost breakdowns shall include total installed cost and material-only cost. For wood products include total cost for all wood products and itemized costs for all FSC-certified wood products.
    - b. The percentages (by weight) of post-consumer and/or post-industrial recycled content in the supplied product(s).
    - c. Distance between project site and location of the product's manufacture.
    - d. Distance between project site and location of extraction site of product's raw materials components; for assemblies with qualifying raw materials components, use the distance for the farthest raw material extracted within a 500-mile radius of the project site.
    - e. For assemblies, the value qualifying as regional; this equates to the percentage (by weight) of the assembly's regionally extracted raw materials multiplied times the cost of the assembly.
    - f. For all wood products, indication of whether the supplied product(s), or what percentage of assemblies containing wood products, are certified by the Forest Stewardship Council (FSC).
  2. LEED VOC Submittal Requirements: The Contractor and his subcontractors shall submit the LEED Certification items listed herein, related to INTERIOR field-applied adhesives, sealants, paints, and architectural coatings. LEED Submittals shall include documentation demonstrating compliance with the requirements of Section 01 81 13 LEED and Sustainable Design Requirements, including the following:
    - a. For all installed INTERIOR products and materials of this Section, complete the LEED VOC REPORTING FORM (blank copy attached at end of this Section). Information to be supplied for this Form shall include:
      - 1). For all INTERIOR field-applied adhesives, sealants, and paints relating to work of this Section, provide the Volatile Organic Compound (VOC) content in

grams/liter or lbs./gallon, along with manufacturer's product data for each product highlighted to verify the VOC content.

3. Provide back-up documentation to validate all information provided on the above Forms, except Cost data. For each material listed on the Forms, provide documentation to certify each of the material attributes, as applicable:
  - a. Recycled Content: Published manufacturer's product literature or letter of certification on the manufacturer's letterhead certifying the percentages of post-consumer and/or post-industrial content.
  - b. Regional Materials (within 500 miles):
    - 1). Published manufacturer's product literature or letter of certification on the manufacturer's letterhead indicating the city and state from which each of the raw materials in the product were extracted, harvested or recovered, and the distance in miles from the project site.
    - 2). The percentage (by weight) of raw materials in the assembly which originated from within 500 miles of the project site, if any.
    - 3). The value of the material that qualifies as regional: calculated by multiplying the percentage (by weight) of raw materials in the assembly that originated from within 500 miles of the project site times the materials cost of the assembly.
    - 4). Published manufacturer's product literature or letter of certification on the manufacturer's letterhead indicating the city and state where the manufacturing plant is located and the distance in miles from the project site.
  - c. VOC Content: Material Safety Data Sheets (MSDS) certifying the Volatile Organic Compound (VOC) content (in g/L) of the adhesive, sealant, paint, or coating product with the VOC information highlighted. If the MSDS does not show the VOC content of the product, this information must be provided through other published product literature from the manufacturer, or stated in a letter of certification from the product manufacturer on the manufacturer's letterhead.
  - d. FSC Certified Wood: Provide copies of vendor invoices for each certified wood product, itemizing product costs and FSC chain-of-custody certification tracking numbers.
  - e. Composite Wood Products: For all composite wood, engineered wood and agrifiber products, provide certification from the manufacturer on the manufacturer's letterhead that the products do not contain added urea-formaldehyde resins..
  - f. Roof Paving Materials: Product data sheet or letter from manufacturer listing the Solar Reflectance Index (SRI) of the product. SRI must be calculated according to ASTM E 1980.
  - g. Roofing Materials: Product data sheet or letter from manufacturer listing the Solar Reflectance Index (SRI) of the product. SRI must be calculated according to ASTM E 1980.
  - h. Site Paving Materials: Product data sheet or letter from manufacturer listing the Solar Reflectance Index (SRI) of the product. SRI must be calculated according to ASTM E 1980.
4. Product cut sheets with the Contractor's or subcontractor's stamp, confirming that the submitted products are the products installed in the Project.

5. For carpet systems, provide certification from the manufacturer on the manufacturer's letterhead that the products comply with the Carpet and Rug Institute's "Green Label Plus" IAQ testing program.
6. For hard surface flooring, provide manufacturer's product data verifying that all hard surface flooring products for vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base is certified as compliant with the FloorScore standard, as developed by the Resilient Flooring Covering Institute ([www.rfci.com](http://www.rfci.com)).
7. For concrete and CMU materials provide concrete mix design to verify the percentage of recycled material included, by weight.

F. LEED Documentation Submittals:

1. Credit SSc4, Alternative Transportation: Provide manufacturer's cut sheets for all bike racks installed on site, including the total number of bicycle storage slots provided.
2. Credit SSc7, Heat Island Effect:
  - a. Site Paving: Provide manufacturer's cut sheets for all impervious paving materials, highlighting the Solar Reflectance Index (SRI) of the material. Also, provide cut sheets for all pervious paving materials.
  - b. Roofing Materials: Submittals for roofing materials must include manufacturer's cut sheets or product data highlighting the Solar Reflectance Index (SRI) of the material. Also provide manufacturer's product data for all vegetated green roofing products, including a list of plant and/or sedum species utilized.
3. Prerequisite WEp1 and Credit WEc3, Water Use Reduction: Provide manufacturer's cut sheets for all water consuming plumbing fixtures and fittings (toilets, urinals, faucets, showerheads, etc.) highlighting maximum flow rates and/or flush rates. Include cut sheets for any automatic faucet control devices.
4. Credit WEc1, Water Efficient Landscaping: Provide manufacturer's cut sheets for all permanent landscape irrigation system components (including any drip irrigation system components, sprinkler heads, moisture sensors, timers, etc) and for any rainwater harvesting system components, such as cisterns.
5. Prerequisite EAp1, Fundamental Commissioning: This specification requires verification that fundamental building elements, systems, and LEED components are installed, constructed, and calibrated to operate as intended by mandating compliance with the requirements of LEED-NC v2009 EA Prerequisite 1. See Section 01 91 00 – General Commissioning Requirements for submittal requirements.
6. Prerequisite EAp3 Fundamental Refrigerant Management: Provide manufacturer's cut sheets for all cooling equipment (except for water coolers and kitchen equipment) with manufacturer's product data highlighting refrigerants; provide manufacturer's cut sheets for all fire suppression equipment, highlighting fire-suppression agents.
7. Credit MRc2, Construction Waste Management: This specification requires the implementation of a Construction Waste Management Plan (CWMP) in accordance with this Section and Section 01 81 13 LEED and Sustainable Design Requirements. See also Section 01 78 39 Construction Waste Management for other submittal requirements.

8. Credit MRc4, Recycled Content: Submittals for all materials with recycled content, excluding all mechanical, electrical, and plumbing (MEP) systems equipment and components, must include the documentation described in sub-section 2.1.E above, along with the following:
  - a. An electronic spreadsheet that tabulates the project's total materials cost and combined recycled content value (defined as the sum of the post-consumer recycled content value plus one-half of the pre-consumer recycled content value) expressed as a percentage of total materials cost. This spreadsheet shall be submitted every third month by the General Contractor (GC) with the GC's Certificate and Application for Payment. It should indicate on an on-going basis, line items for each material, indicating cost, pre-consumer recycled content, post-consumer recycled content, and combined recycled content value. The Architect can provide an electronic file of a blank spreadsheet in the required format for the GC's use upon request. Note that the LEED Credit Form in LEED Online can serve as the electronic spreadsheet.
9. Credit MRc5, Regional Materials: Submittals for all regional materials (excluding MEP systems equipment and components) must include the documentation described in sub-section 2.1.E above, along with the following:
  - a. An electronic spreadsheet that tabulates the project's total materials cost and regional materials value, expressed as a percentage of total materials cost. This spreadsheet shall be submitted every third month with the General Contractor's Certificate and Application for Payment. It should indicate on an on-going basis, line items for each material, indicating cost, location of manufacture, distance from manufacturing plant to the project site, location of raw material extraction, and distance from extraction points to the project site. The Architect can provide an electronic file of a blank spreadsheet in the required format for the GC's use upon request. Note that the LEED Credit Form in LEED Online can serve as the electronic spreadsheet.
10. Credit MRc7, Certified Wood: Submittals for all wood-based materials containing FSC Certified wood must include the documentation described in sub-section 2.1.E above, along with the following:
  - a. A statement indicating the cost of each product containing FSC Certified wood,
  - b. The wood component percentage of the product.
  - c. The FSC Certified Wood percentage of each wood component.
  - d. Certificates of chain-of-custody for FSC Certified wood components.
  - e. Include an itemized statement indicating the cost of each wood-based product used for the Project and the total cost of all wood-based materials used for the Project, excluding labor and installation costs.
11. Credit IEQc1, Outdoor Air Delivery Monitoring: Provide manufacturer's cut sheets highlighting the installed carbon dioxide monitoring system components, air flow monitoring system components, and sequence of controls shop drawing documentation, including CO2 differential set-points and alarm capabilities.
12. Credit IEQc3, Construction Indoor Air Quality Management Plan (CIAQMP): The HVAC Contractor shall provide the following in accordance with this Section and Section 01 81 13 LEED and Sustainable Design Requirements. See also Section 01 81 19 Construction IAQ Requirements for other submittal requirements:

- a. Not more than 30 days after the Preconstruction Meeting, The HVAC Contractor, with the GC's cooperation and assistance, shall prepare and submit for the Architect and Owner's approval, an electronic copy of the draft Construction IAQ Management Plan in a Word file. (A sample CWMP can be provided by the Architect upon request). This CIAQMP should consist of approximately 2-4 pages in a Word file including, but not limited to, descriptions of the following:
- 1). Construction procedures for meeting or exceeding the minimum requirements of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings Under Construction, 1995, Chapter 3, including procedures for HVAC Protection, Source Control, Pathway Interruption, Housekeeping, and Scheduling.
  - 2). Construction procedures for protecting absorptive materials stored on-site or installed from moisture damage.
  - 3). Schedule of submission to architect of photographs of on-site construction IAQ management measures such as protection of ducts and on-site stored oil installed absorptive materials.
  - 4). Construction procedures if air handlers must be used during construction, including a description of filtration media to be used at each return air grille.
  - 5). Construction procedure for replacing all air filtration media immediately prior to occupancy after completion of construction, including a description of filtration media to be used at each air handling or air supply unit.
- b. Not more than 30 days following receipt of the approved draft CIAQMP, The HVAC Contractor, with the cooperation and assistance of the GC, shall submit an electronic copy of the approved CIAQMP in a Word file, along with the following:
- 1). Manufacturer's cut sheets and product data highlighting the Minimum Efficiency Reporting Value (MERV) for all filtration media to be installed at return air grilles during construction if permanently installed AHUs are used during construction.
  - 2). Manufacturer's cut sheets and product data highlighting the Minimum Efficiency Reporting Value (MERV) for filtration media in all air handling units (AHUs).
- c. Not more than 14 days after Substantial Completion, The HVAC Contractor, with the cooperation and assistance of the GC, shall provide the following:
- 1). Documentation verifying required replacement of air filtration media in all air handling units (AHUs) after the completion of construction and prior to occupancy and, if applicable, required installation of filtration during construction.

- 2). A minimum of 18 Construction photographs: Six photographs taken on three different occasions during construction of the SMACNA approaches employed, along with a brief description of each approach, documenting implementation of the IAQ management measures, such as protection of ducts and on-site stored or installed absorptive materials.
- d. Credit IEQc3.2, Indoor Air Quality Testing: At the Owner's discretion, the Owner's Testing Agency (NIC) shall conduct this testing and must provide a copy of the report documenting the results of IAQ testing, demonstrating conformance with IAQ testing procedures and requirements defined in the LEED IEQ Credit 3.2 requirements. This IAQ testing shall be conducted with the cooperation of, and in coordination with, the GC.
13. Credit IEQc4.1, Low Emitting Materials, Adhesives and Sealants: Provide the LEED VOC REPORTING FORM, along with manufacturer's MSDSs or other Product Data highlighting VOC content for all interior field-applied adhesives and sealants in accordance with sub-section 2.1.E above.
14. Credit IEQc4.2, Low Emitting Materials, Paints and Coatings: Provide the LEED VOC REPORTING FORM, along with manufacturer's MSDSs or other Product Data highlighting VOC content for all interior field-applied paints and coatings in accordance with sub-section 2.1.E above.
15. Credit IEQc4.3, Flooring Systems:
  - a. Carpet: Provide manufacturer's product data verifying that all carpet systems and carpet cushions meet or exceed the testing and product requirements of the Carpet and Rug Institute Green Label Plus Indoor Air Quality Test Program in accordance with sub-section 2.1.E above. Also provide verification and manufacturer's product data highlighted to indicate that all carpet adhesives have a VOC content no greater than 50 g/L.
  - b. Hard Surface Flooring: Provide manufacturer's product data verifying that all hard surface flooring products for vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base is certified as compliant with the FloorScore standard, as developed by the Resilient Flooring Covering Institute ([www.rfci.com](http://www.rfci.com)), in accordance with sub-section 2.1.E above.
16. Credit IEQc4.4, Low Emitting Materials, Composite Wood: Provide manufacturer's product data verifying that all composite wood products (including but not limited to particleboard, wheatboard, strawboard, agriboard products, engineered wood components, solid core wood doors, OSB, MDF, and plywood products) contain no urea-formaldehyde resins in accordance with sub-section 2.1.E above.
17. Credit IEQc6.1, Controllability of Systems, Lighting: Provide manufacturer's cut sheets and shop drawing documentation highlighting all lighting controls systems components.
18. Credit IEQc6.2 Controllability of Systems: Thermal Comfort: Provide manufacturer's cut sheets and shop drawing documentation highlighting all thermal comfort controls systems components, including sensors, used to monitor and control space temperature.

19. Blended Cement: It is the intent of this specification to reduce CO2 emissions and other environmentally detrimental effects resulting from the production of Portland cement by requiring that all concrete mixes, in aggregate, utilize blended cement mixes to displace approximately 40% of the Portland cement typically included in conventional construction. Provide the following submittals:
- a. Copies of concrete design mixes for all installed concrete.
  - b. Copies of typical regional baseline concrete design mixes for all compressive strengths used on the project.
  - c. Quantities in cubic yards of each installed concrete mix
- G. LEED Materials Data: The General Contractor (GC) shall provide one or more spreadsheets in an Excel electronic file indicating the total Project construction cost and the total cost of building materials used for Project, as follows:
1. Not more than 60 days after the Preconstruction Meeting, the GC shall provide to the Owner and Architect a preliminary schedule of materials costs itemizing all materials used for the project organized by specification section, excluding all mechanical, electrical, and plumbing (MEP) systems materials and labor costs. Also, exclude labor costs and installation equipment costs. Include the following in accordance with sub-section 2.1.E above:
    - a. MRc4: Identify each recycled content material, its post-consumer and pre-consumer recycled content as a percentage the product's weight, its cost, its combined recycled content value (defined as the sum of the post-consumer recycled content value plus one-half of the pre-consumer recycled content value), and the total combined recycled content value for all materials as a percentage of total materials costs. The Architect can provide an electronic file of a blank spreadsheet in the required format for the GC's use upon request.
    - b. MRc5: Identify each regional material, its cost, its manufacturing location, the distance of this location from the project site, the source location for the most distant raw material component of the material, the distance of this extraction location from the project site, and the total value of regional materials as a percentage of total materials costs. The Architect can provide an electronic file of a blank spreadsheet in the required format for the GC's use upon request.
    - c. MRc7: Identify each wood-based material, its cost, the total wood-based materials cost, each FSC Certified wood material, its cost, and the total value of FSC Certified wood as a percentage of total wood-based materials costs.
  2. Provide final versions of the above spreadsheets to the Owner and Architect not more than 14 days after Substantial Completion.
- H. LEED Progress Reports: Submit reports concurrent with every monthly Application for Payment, as follows:
1. Construction Waste Management Plan (CWMP): The GC shall submit summary waste reduction progress reports and logs complying with the requirements of Section 01 78 39 Construction Waste Management.

2. Construction IAQ Management Plan: The HVAC Contractor shall submit a construction IAQ management progress report complying with the requirements of Section 01 81 19 Construction IAQ Requirements.
- I. The LEED Submittal information outlined above shall be assembled into one (1) package per LEED credit, to be submitted at the end of the project. LEED Submittal Information shall be available for review on a monthly basis. Incomplete or inaccurate LEED Submittals may result in the rejection of the submitted products or assemblies.
  1. The General Contractor shall submit summary reports for construction waste management, recycled content, local materials, FSC-certified wood, low emitting products (adhesives, sealants, paints, coatings, carpets, and composite wood), and construction IAQ. The summary reports shall include calculations, listings of products and their emissions, construction waste management plan, construction IAQ management plan (including construction photos), and back-up documentation as appropriate for each credit.

## 2.2 SUBMITTAL REQUIREMENTS FOR COMMISSIONING

- A. Normal Submittals:
  1. The Commissioning Authority will receive a copy of the normal submittals for all systems and equipment to be commissioned.
  2. The Commissioning Authority will review and approve normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
- B. Data for Commissioning: The Contractor will receive a written request from the Commissioning Authority requesting specific information needed about each of commissioned equipment or system. Include the following:
  1. Detailed manufacturer installation and start-up, operating, troubleshooting and maintenance procedures, full details of Owner contracted tests, fan and pump curves, full factory testing reports, if any, and full warranty information, including all responsibilities of the Owner to keep the warranty in force clearly identified. In addition, the installation and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or field technicians shall be submitted to the Commissioning Authority the Commissioning Authority may request.

## PART 3 EXECUTION

### 3.1 COORDINATION OF SUBMITTALS

- A. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:
  1. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.
  2. Coordinate as required with all trades and with public agencies involved.

3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means that they have been secured.
  4. Clearly indicate all deviations from the Contract Documents.
- B. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items; the Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

END OF SECTION 013313

# LEED® ENVIRONMENTAL MATERIALS REPORTING FORM

PROJECT NAME: **DE State Juvenile Facility**

CONTRACTOR: \_\_\_\_\_

SPEC SECTION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TEL. NO: \_\_\_\_\_

SUBMITTAL NO: \_\_\_\_\_

Product	Vendor or Manufacturer	REQUIRED for ALL products identified in Specs (except MEP)		MRc4: If contains Recycled Content <sup>1,2,5</sup>		MRc5: Regionally manufactured & extracted materials <sup>3,5</sup>			REQUIRED for ALL wood products			
		Total Installed COST \$	Material COST (excluding labor & equipment) \$	% Post-consumer	% Pre-consumer	Distance btw/ Project & manuf site (mi.)	Distance btw/ Project & extract site (mi.)	Value qualifying as Regional <sup>6</sup> \$	% New wood	% FSC Certified <sup>4,5</sup>	C-o-C Tracking #	Composite wood contains urea-formaldehyde resins <sup>5</sup> (Y/N)
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												

- Post-Consumer Recycled Content:* Portion of material or product which derives from discarded consumer waste that has been recovered for use as a raw material (e.g., plastic bottles, newspaper)
- Pre-Consumer Recycled Content:* Portion of material or product which derives from recovered industrial and mfg. materials that are diverted from municipal solid waste for use in a *different* mfg. process, prior to use by a consumer (e.g., fly-ash in concrete or synthetic gypsum board, both of which are by-products of coal-burning power plants). Note that spills and scraps from the original mfg. process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product do not qualify.
- Manufactured:* Final assembly of components into the building product that is furnished and installed by trades (e.g., if the hardware comes from Dallas, TX, the lumber from Keene, NH, and the joist is assembled in Kent, WA; then the location of final assembly is Kent, WA). *Regionally Extracted:* Location of source for raw materials or components that were extracted, harvested, or recovered from within a 500-mile radius of project site.
- FSC Certified:* Wood-based products which are certified by the Forest Stewardship Council and carry a Chain-of-Custody certificate number from the vendor or mfr.
- Refer to Spec Section **01 81 13** for LEED requirements and Spec Section **01 33 13** for LEED Submittals requirements.
- For Regionally Manufactured assemblies, the Value qualifying as Regional equals the % of the product cost comprised of raw materials that also were extracted, harvested, or recovered from within a 500-mile radius.

**Contractor Certification:**

I, \_\_\_\_\_ a duly authorized representative of \_\_\_\_\_ hereby certify that the material information contained herein is an accurate representation of the material qualifications to be provided by us, as components of the final building construction. Furthermore, I understand that any change in such qualifications during the purchasing period will require prior written approval from the Construction Manager and Owner.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

p. \_\_\_\_ of \_\_\_\_

# LEED<sup>®</sup> VOC REPORTING FORM

PROJECT NAME: **DE State Juvenile Facility**

CONTRACTOR: \_\_\_\_\_

SPEC SECTION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TEL. NO: \_\_\_\_\_

SUBMITTAL NO: \_\_\_\_\_

Product type or application	Product name	Vendor or Manufacturer	REQUIRED for ALL field-applied adhesives, sealants, paints & coatings identified in Specs (including those related to MEP work)		
			Product VOC content <sup>1,3</sup> (g/L)	Allowable VOC content <sup>1,3</sup> (g/L)	Backup documentation provided <sup>2,3</sup> (indicate manufacturer's data or MSDS) <sup>2,3</sup>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

- VOC: Volatile organic compound which vaporizes into a gas at normal room temperatures and is emitted during the use, application, curing, or drying of an adhesive, sealant, paint, or coating product (excludes methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, ammonium carbonate, and other exempt compounds).
- Submit manufacturer's product data sheets or MSDS for each product with VOC content of the product (defined in either grams per liter) highlighted.
- Refer to Spec. Section **01 81 13** for applicable VOC limits and chemical component limitations for adhesives, sealants, paints and architectural coatings.

## CONTRACTOR CERTIFICATION:

I, \_\_\_\_\_ a duly authorized representative of \_\_\_\_\_ hereby certify that the material information contained herein is an accurate representation of the material qualifications to be provided by us, as components of the final building construction. Furthermore, I understand that any change in such qualifications during the purchasing period will require prior written approval from the Construction Manager and Owner.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SECTION 013523 - SAFETY PROGRAM**

1. **GENERAL**

- 1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety activities and programs in connection with the Work.
- 1.2 Contractor shall be responsible for the safety of its personnel.
- 1.3 Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops) and work boots.

2. **SAFETY PROGRAM**

- 2.1 Prior to commencing the Work, the Contractor shall submit to the (1) electronic copy and (1) bound copy of its safety program and one (1) copy of MSDS information in a 2" ringed notebook. One paper copy of the safety program and MSDS will be retained by the Construction Manager in the field office.
- 2.2 The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. **The program shall be site specific.** Contractor shall implement and enforce its safety program, which is in accordance with all OSHA, Federal, State and local laws.
- 2.3 Contractor shall designate a qualified Safety Supervisor to implement the safety program. Unless otherwise approved by the Owner, the Safety Supervisor shall be the Contractor's field Superintendent/Foremen.
- 2.4 Contractor shall hold weekly safety toolbox talks with all of its employees. The Contractor shall designate a responsible, capable person to conduct these meetings.

3. **SUBSTANCE ABUSE POLICY STATEMENT**

The Owner is committed to providing a safe work site environment for its employees and Contractors' employees. The Owner does not condone or permit employees and Contractors' employees to use or be under the influence of drugs or alcohol while they are on the work site. The Policy is as follows:

- 3.1 It is a violation Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.
- 3.2 It is a violation for Contractors' employees to report to work while influenced by illegal drugs or alcohol.
- 3.3. It is a violation for Contractors' employees to use prescription drugs illegally (i.e. to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.
- 3.4 Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.

Violations of this policy will require disciplinary action. If any Contractors' employees are observed or suspected of being influenced by drugs or alcohol, they will be instructed to stop work and may be required to leave the work site.

4. EXECUTION

- 4.1 Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this agreement, Owner may immediately take whatever action is deemed necessary by Owner and/or Architect to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Architect in taking such action shall be borne by Contractor, and may be deducted from any payments due Contractor.
- 4.2 The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Architect in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Architect or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Owner/ Architect of the hazard as well as warn exposed persons to avoid the hazard.
- 4.3 The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Owner and Architect any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- 4.4 Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Owner and Architect any unsafe practices or conditions that are observed which are not under the Contractor's control.
- 4.5 The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- 4.6 Contractor shall promptly notify Owner and Architect of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within forty-eight hours of such occurrence, Contractor shall furnish to Owner and Architect a complete written report of such injury or damage.

- 4.7 Contractor certifies that the forgoing terms shall be made applicable to all Contractors' suppliers, materialmen or anyone furnishing labor and/or materials to the site.
- 4.8 The Contractor shall continue to educate his job Safety Supervisor or Superintendent of their responsibilities, which shall include:
  1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
  2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
  3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
  4. Acquainting its workers and subcontractors with all applicable safety requirements and seeing that they are enforced.
  5. Setting a good example for his workers.
  6. Making a complete investigation of accidents to determine facts necessary to take corrective action.
  7. Holding weekly "tool box" safety meetings with his men to:
    - a. Discuss observed unsafe work practices or conditions including a review of current safety report.
    - b. Review the accident experience of his crew and discuss correction of accident causes.
    - c. Encourage safety suggestions from his men.
  8. Seeing that prompt medical treatment is administered to an injured employee.
  9. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.
  10. Making all reports required by these Contract Documents in a full and timely fashion.

5. SAFETY MEETINGS

- 5.1 The Contractor's Project Manager or Superintendent shall attend weekly or biweekly supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.

6. TOOL BOX SAFETY MEETINGS

- 6.1 The Contractor shall schedule weekly "tool box" safety sessions to be held by his job safety supervisor or superintendent for all of his employees.

6.2 A member of the Contractor's management staff shall periodically attend "tool box" safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

7.1 Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.

7.2 Contractors shall promptly complete an accident investigation report of all accidents.

7.3 A record of all "tool box" safety sessions shall be made.

8. FALL PROTECTION PROCEDURES

8.1 Contractor is responsible, in accordance with federal, state, local laws and regulations including OSHA, to provide and enforce their own site specific fall protection program and equipment. The following fall protection procedures shall be enforced by all Contractors as a minimum standard.

All workers on walking/working surfaces with unprotected sides or edges six feet (6') or higher above the next lower level must be protected from falls by the use of guardrail systems, net systems, fall arrest systems or control access zone programs. It is intended that when fall protection is required, it is required 100% of the time. All contractors are reminded that relevant industry regulations require that contractors comply with the following standards.

1. Workers constructing or working near leading edges must be protected.
2. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
3. Scaffolds shall be guarded at 6 feet (6') above next lower level.
4. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.
5. Roofers must comply with OSHA standards for roof work.
6. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.
7. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.

8.2 Contractor shall provide its own fall protection. Fall protection may be provided by guardrail systems, net systems, or personal fall arrest systems. All fall protection systems must comply with OSHA standards.

8.3 Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e.

harness/lanyard.

- 8.4 The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.
- 8.5 Fall protection will be enforced for Structural Steel Erectors.
1. As for a Contractor engaged in structural steel erection, the Contractor is specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.
    - a. Standard guardrail system.
    - b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. Maximum free fall distance permitted, with lanyard and lanyard attachment shall not exceed six feet (6'). Anchor point must be capable of supporting five thousand pounds. Perimeter guard cables or alignment cables may not be used for anchor points.
    - c. Access to work area shall be provided by ladders. There shall be sufficient number of ladders available to reduce the amount of “beam walking.” When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.
    - d. Steel erection Contractors must, at all times, be able to certify in writing that each of his employees has been properly trained in both OSHA fall protection standards and the Contractor’s site specific project fall protection procedures.
    - e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

END OF SECTION

**SECTION 014000 - QUALITY REQUIREMENTS**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
  - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

## 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to

show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as

appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

#### 1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.

- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

#### 1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.

- B. **Manufacturer's Technical Representative's Field Reports:** Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  4. Demonstrate the proposed range of aesthetic effects and workmanship.
  5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
- M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections in Divisions 02 through 33.
- 1.9 QUALITY CONTROL
- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify

agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### 1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner and as follows:

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

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

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

**SECTION 014200 - REFERENCES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute www.concrete.org	(248) 848-3700

ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372

APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)	
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association	(205) 733-4077

	(Formerly: American Wood Preservers' Association) www.awpa.com	
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation) www.internationalbadminton.org	6-03-9283 7155
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462

CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association	(800) 294-3462

	www.eima.com	(770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA) www.intertek.com	(800) 967-5352
FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Part of GSI)	

GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation (Now BWF)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510

ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA (Now ETL SEMCO)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.	(703) 281-6613

	www.mss-hq.com	
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport  www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900

NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Now ITS)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300

PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America) www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	

SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpete.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. (Now TCNA)	
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society	(303) 939-9700

	www.masonrysociety.org	
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrassod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	

WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
UBC	Uniform Building Code (See ICC)	

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration	(866) 835-5322

	www.faa.gov	
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board <a href="http://gulliver.trb.org">http://gulliver.trb.org</a>	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
	Architectural Barriers Act (ABA)	(202) 272-0080
	Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	
CFR	Code of Federal Regulations	(866) 512-1800
	Available from Government Printing Office	(202) 512-1800
	<a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a>	
DOD	Department of Defense Military Specifications and Standards	(215) 697-2664
	Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-2664
	Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	
	Available from Defense Standardization Program <a href="http://www.dps.dla.mil">www.dps.dla.mil</a>	
	Available from General Services Administration	(202) 619-8925
	<a href="http://www.gsa.gov">www.gsa.gov</a>	
	Available from National Institute of Building Sciences	(202) 289-7800
	<a href="http://www.wbdg.org/ccb">www.wbdg.org/ccb</a>	
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards	(215) 697-2664

Available from Department of Defense Single Stock Point  
<http://dodssp.daps.dla.mil>

UFAS	Uniform Federal Accessibility Standards	(800) 872-2253
	Available from Access Board	(202) 272-0080
	<a href="http://www.access-board.gov">www.access-board.gov</a>	

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation <a href="http://www.dca.ca.gov/bhfti">www.dca.ca.gov/bhfti</a>	(800) 952-5210 (916) 574-2041
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CCR	California Code of Regulations  <a href="http://www.calregs.com">www.calregs.com</a>	(916) 323-6815
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CPUC	California Public Utilities Commission  <a href="http://www.cpuc.ca.gov">www.cpuc.ca.gov</a>	(415) 703-2782
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TFS	Texas Forest Service  Forest Resource Development <a href="http://txforestservation.tamu.edu">http://txforestservation.tamu.edu</a>	(979) 458-6650
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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

**SECTION 014450 - TESTING FOR INDOOR AIR QUALITY**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, other Division-1 Specification sections, and specifications of materials mentioned in this section, apply to this section.

## 1.2 SUMMARY

- A. General: This section provides requirements for Baseline Indoor Air Quality (IAQ) Testing for maximum indoor pollutant concentrations for acceptance of the facility. This section provides an alternative to the building flushout requirement for achieving LEED EQc3.2, as outlined in Section 018113 "LEED and Sustainable Design Requirements".

## 1.3 RELATED SECTIONS

- A. All work shall comply with Division 1 Section "LEED Requirements".
- B. Coordinate with Commissioning activities specified in Section 019113.
- C. Additional specifications for baseline testing of Indoor Air Quality are included in Section 230900 Testing, Adjusting and Balancing."
- D. Cleaning of HVAC system including all duct work, air intakes and returns, and changing of filters as specified in Section 230900 "Testing, Adjusting and Balancing".

## 1.4 SUBMITTALS

- A. Baseline IAQ Testing: Submit a report for each test site specified for IAQ baseline testing as prescribed herein below and in Section 230900 "Testing, Adjusting, and Balancing." Report on air concentrations of targeted pollutants identified in Subsection 3.1 of this section.

## 1.5 SEQUENCING AND SCHEDULING

- A. Identify, program, and schedule all IAQ testing well in advance of construction in a manner to prevent delays to the performance of the work of this Contract in order to perform and complete all testing after the completion of construction activities and prior to occupancy.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 BASELINE IAQ TESTING

- A. HVAC System Verification: To assure compliance with recognized standards for indoor air quality including ANSI/ASHRAE Standard 62.1-2007, EPA Compendium of Methods for the Determination of Air Pollutants in Indoor Air, and the LEED Reference Guide for Green Buildings and Construction 2009 Edition, the Contractor's independent testing and balancing agency shall verify the performance of each HVAC system including space temperature and space humidity uniformity, outside air quantity, filter installation, drain pan operation, and any obvious contamination sources.
- B. Indoor Air Quality Testing: Upon verification of HVAC system operation, the owner hire an independent contractor, subject to approval by the Contracting Officer's Representative, with a minimum of 5 years experience in performing the types of testing specified herein, to test levels of indoor air contaminants for compliance with specified requirements.
1. A test plan shall be submitted for the approval of the Contracting Officer's Representative. The plan shall specify procedures, times, instrumentation, and sampling methods that will be employed.
  2. Perform IAQ testing of at least 1 samples per 25,000 sq ft in each portion of the building served by a separate ventilation system.. Contaminant levels are to be measured on each floor of the building and in each zone in an area agreed upon by the Contractor and the Contracting Officer's Representative. Areas with very high outside air ventilation rates are excluded from these testing requirements. The Contracting Officer's Representative is the sole judge of areas exempt from testing.
  3. Perform IAQ testing following the completion of all interior construction activities and prior to occupancy; this testing must be performed prior to the installation of furniture.
  4. Perform IAQ testing within the breathing zone, between 3'-6" and 7'-0" above the finished floor for a minimum of 4-hour period.
  5. Collect air samples during normal occupied hours with the HVAC system operating at normal daily start times and at the minimum outside air flow rate to determine compliance or non-compliance of indoor air quality for each air handling zone tested.
  6. Sample and record outside air levels of formaldehyde and TVOC contaminants at outside air intake of each respective air handling unit simultaneously with indoor tests to establish basis of comparison for these contaminant levels.
  7. Acceptance of respective portions of the building by the Owner is subject to compliance with specified limits of indoor air quality contaminant levels.
- C. Compliance Indoor air quality shall conform to the following standards and limits:
1. Carbon Dioxide: Not to exceed 530 ppm higher than outdoor ambient levels.
  2. Airborne Mold and Mildew: Simultaneous indoor and outdoor readings.
  3. Maximum Air Concentration Standards: Indoor room air concentration levels, emission rates, and qualities of the listed contaminants shall not exceed the limits specified in Table 3.1 below.

- D. Test Reports: Prepare test reports showing the results and location of each test, a summary of the HVAC operating conditions, a listing of any discrepancies and recommendations for corrective actions, if required.
  - 1. Include certification of test equipment calibration with each test report.
- E. If any test fails the standard, the Contractor is responsible for ventilating the building with 100% outside air until the building passes both air quality tests and duct inspections. Retesting shall be performed at no additional expense to the Owner.

Table 3.1 MAXIMUM INDOOR AIR CONCENTRATION STANDARDS

Indoor Contaminants	Maximum Concentration
Formaldehyde	27 parts per billion
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
4-Phenylcyclohexene (4~PCH)***	6.5 micrograms per cubic meter
Particulates (PM10)	50 micrograms per cubic meter
Carbon Monoxide	9 parts per million and no greater than 2 parts per billion above outdoor levels.

\* All levels must be achieved prior to acceptance of the building. The levels do not account for contributions from office furniture, occupants, and occupant activities.

\*\*\* This test is required only if carpets and fabrics with styrene butadiene rubber (SBR) latex backing are installed as part of the base building systems.

TLV-TWA Threshold Limit Value - Time Weighted Average

END OF SECTION 01445

**SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Division 31 Section "Dewatering" for disposal of ground water at Project site.
  - 3. Division 32 Section "Asphalt Paving" for construction and maintenance of asphalt pavement for temporary roads and paved areas.
  - 4. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

## 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: **Owner will pay** sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: **Owner will pay** water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: **Owner will pay** electric-power-service use charges for electricity used by all entities for construction operations.
- E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

- G. Sewer, Water, and Electric Power Service: Use charges are specified in Division 01 Section "Multiple Contract Summary."

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste handling procedures.
  - 5. Other dust-control measures.

#### 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and [ICC/ANSI A117.1, as amended by the State of Delaware.

## 1.6 PROJECT CONDITIONS

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

## PART 2 - PRODUCTS

## 2.1 MATERIALS

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

## 2.2 TEMPORARY FACILITIES

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

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- F. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- H. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- I. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- J. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Install electric power service **overhead** unless otherwise indicated.

2. Connect temporary service to Owner's existing power source, as directed by Owner.
- K. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Install lighting for Project identification sign.
- L. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install **one** telephone line(s) for each field office.
1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office.
  2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- M. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:
1. Processor: Intel Pentium D or Intel CoreDuo, 3.0 GHz processing speed.
  2. Memory: 4 gigabyte.
  3. Disk Storage: 300 gigabyte hard-disk drive and combination DVD-RW/CD-RW drive.
  4. Display: **22-inch (560-mm)** LCD monitor with 256-Mb dedicated video RAM.
  5. Full-size keyboard and mouse.
  6. Network Connectivity: 10/100BaseT Ethernet.
  7. Operating System: Microsoft Windows XP Professional or Microsoft Windows Vista Business.
  8. Productivity Software:
    - a. Microsoft Office Professional, XP or higher, including Word, Excel, and Outlook.
    - b. Adobe Reader 7.0 or higher.
    - c. WinZip 7.0 or higher.
  9. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.

10. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing minimum 384 Kbps upload and 1 Mbps download speeds at each computer.
11. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
12. Backup: External hard drive, minimum 40 gigabyte, with automated backup software providing daily backups.

### 3.3 SUPPORT FACILITIES INSTALLATION

#### A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within **30 feet (9 m)** of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
3. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
4. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
5. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
6. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."

#### B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

#### C. Parking: **Use designated areas of Owner's existing** parking areas for construction personnel.

#### D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

#### E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

- a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.
  - F. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
  - G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."
  - H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
    1. Comply with work restrictions specified in Division 01 Section "Summary."
  - C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings] requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
    1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
    2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
    3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
    4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
  - D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
  - E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

- F. Site Enclosure Fence: Before construction operations begins, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
1. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  2. Insulate partitions to control noise transmission to occupied areas.
  3. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  4. Protect air-handling equipment.
  5. Provide walk-off mats at each entrance through temporary partition.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas.
  2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
  2. Protect stored and installed material from flowing or standing water.
  3. Keep porous and organic materials from coming into prolonged contact with concrete.
  4. Remove standing water from decks.

5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  2. Keep interior spaces reasonably clean and protected from water damage.
  3. Periodically collect and remove waste containing cellulose or other organic matter.
  4. Discard or replace water-damaged material.
  5. Do not install material that is wet.
  6. Discard, replace, or clean stored or installed material that begins to grow mold.
  7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  2. Use permanent HVAC system to control humidity.
  3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    - c. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.
- 3.6 OPERATION, TERMINATION, AND REMOVAL
- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

**SECTION 016000 - PRODUCT REQUIREMENTS**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
1. Division 01 Section "Alternates" for products selected under an alternate.
  2. Division 01 Section "Substitution Procedures" for requests for substitutions.
  3. Division 01 Section "References" for applicable industry standards for products specified.

## 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

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

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

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

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers.

Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

**SECTION 016200 - MATERIAL AND EQUIPMENT**

1. **GENERAL CONDITIONS**

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate apply to the Work specified in this Section.
- 1.2 Where work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each Contract.

2. **REQUIREMENTS INCLUDED**

- 2.1 All materials and equipment incorporated into the Work shall:
  1. be new;
  2. conform to applicable specifications and standards; and
  3. comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
- 2.2 Manufactured and Fabricated Products shall conform to the following requirements:
  1. Designed, fabricated and assembled in accord with the best engineering and shop practices.
  2. Manufactured like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  3. Two or more items of the same kind shall be identical, by the same manufacturer.
  4. Products shall be suitable for service conditions.
  5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- 2.3 Contractor shall not use materials or equipment for any purpose other than that for which it is designated or is specified.
- 2.4 Materials removed from existing structures shall not be reused in the completed work unless specifically indicated or specified.
- 2.5 For materials and equipment specifically indicated or specified to be reused in the Work:
  1. Contractor shall use special care on removal, handling storage and reinstallation, to assure proper function in the completed Work.
  2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

3. **MANUFACTURER'S INSTRUCTIONS**

- 3.1 When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Architect.
  1. Maintain one set of complete instructions at the job site during installation and until completion.
- 3.2 Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
  1. Should job conditions or specified requirements conflict with manufacturer's instructions, Contractor shall consult with Architect for further instructions.
  2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

4. TRANSPORTATION AND HANDLING

- 4.1 Contractor shall arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
  1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  2. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- 4.2 Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

- 5.1 Contractor shall store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
  1. Contractor shall store Products subject to damage by the elements in weathertight enclosures.
  2. Contractor shall maintain temperature and humidity within the ranges required by manufacture's instructions.
- 5.2 Exterior Storage
  1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
  2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to

prevent mixing with foreign matter.

- 5.3 Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
- 5.4 Contractor shall store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:
  1. Roof insulation.
  2. Roofing materials, including solvents.
  3. Paint materials.
  4. Cleaning and other solvents.
  5. Fuels.
- 5.5 Protection after Installation:
  1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

## 6. SUBSTITUTIONS AND PRODUCT OPTIONS

### 6.1 Product List.

1. Within 30 days after Contract Date, Contractor shall submit to Architect a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor.

### 6.2 Contractor's Options.

1. For Products specified only by reference standard, Contractor shall select any Product meeting that standard.
2. For Products specified by naming several Products or manufacturers, Contractor shall select any one of the Products or manufacturers named which complies with the specifications.
3. For Products specified by naming one or more Products or manufacturers and "or equal", Bidders must, during the bidding period, submit a request for substitutions for any Product or manufacturer not specifically named. See provisions in Paragraph 1.6.3.
4. For Products specified by naming only one Product and manufacturer, there is no option; and Contractor shall provide the precise Product specified.

### 6.3 Substitutions.

1. Until a date no later than ten (10) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. Architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.
  2. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
    1. Comparison of the qualities of the proposed substitution with that specified.
    2. Changes required in other elements of the Work because of the substitution.
    3. Effect on the construction schedule.
    4. Cost data comparing the proposed substitution with the Product specified.
    5. Any required license fees or royalties.
    6. Availability of maintenance service, and source of replacement materials.
  3. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
  4. A request for a substitution constitutes a representation that Bidder:
    1. has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;
    2. will provide the same warranties or bonds for the substitution as for the Product specified;
    3. will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects; and
    4. waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- 6.4 Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.

END OF SECTION 016200

**SECTION 017300 - EXECUTION**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

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

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

- B. Related Requirements:

1. Division 01 Section "Summary" for limits on use of Project site.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

## 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.

- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by professional engineer.
- E. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of **96 inches (2440 mm)** in occupied spaces and **90 inches (2300 mm)** in unoccupied spaces.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

**3.8 STARTING AND ADJUSTING**

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

**3.9 PROTECTION OF INSTALLED CONSTRUCTION**

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

END OF SECTION 017300

**SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

## PART 1 - GENERAL

## PART 1 GENERAL

## 1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

## 1.2 LEED GENERAL REQUIREMENTS

- A. The Owner requires the Contractor to implement practices and procedures to meet the environmental performance goals for the project, which include achieving at least LEED "Silver" level Certification, and perhaps Gold. Specific project goals that may impact this area of work include: use of materials with recycled content; use of locally-manufactured materials; use of low-emitting materials; construction waste recycling; and the implementation of a construction indoor air quality management plan. The Contractor shall ensure that the requirements related to these goals, as defined in the sections below, are implemented to the fullest extent. Substitutions or other changes to the work proposed by the Contractor or his subcontractors shall not be allowed if such changes compromise the stated LEED Performance Criteria.

## 1.3 SECTION INCLUDES

- A. Work of this section includes the following requirements:
  - 1. Waste management requirements.
  - 2. Waste management plan.
  - 3. Implementation of waste management plan.
  - 4. Progress reports
  - 5. Special programs.
- B. Related Sections include the following:
  - 1. All Divisions 02 through 33 Sections for construction waste requirements.
  - 2. 01 31 13 "LEED Submittals" for submittals and documentation required to demonstrate compliance with applicable LEED credit requirements.
  - 3. 01 81 13 "LEED and Sustainable Design Requirements" for applicable LEED credit requirements.
  - 4. 01 81 19 "Construction IAQ Management" for procedures associated with construction-related impacts on Indoor Air Quality (IAQ).

## 1.4 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. Hazardous materials are not included.

- C. Contractor Waste Documentation Form: A form to be completed by each contractor documenting construction and packaging materials expected to be brought to the site; the form identifies the estimated quantity, weight and % that can be returned or recycled for each material.
- D. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- E. Diversion from Landfill: To remove, or have removed, from the Site for recycling, reuse or salvage, material that might otherwise be sent to a landfill. Diversion from landfill does not include using the material as alternative daily cover at a landfill site, nor does it include burning, incinerating or thermally destroying waste.
- F. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosiveness, toxicity or reactivity. Asbestos is considered hazardous for the purposes of this specification.
- G. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.
- H. Recycle: To sort, separate, process, treat or reconstitute solid waste and other discarded materials for the purpose of redirecting such materials into the manufacture of useful products. Recycling does not include burning, incinerating or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors.
- J. Reuse: To reuse excess or discarded construction material in some manner on the Site.
- K. Salvage: To remove a waste material from the Site for resale or reuse.
- L. Tipping Fee: Fee charged by landfill for disposal of waste volumes; typically quoted for one ton of waste.
- M. 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.
- N. Waste Management Plan: Contractor shall prepare a project-related plan for the collection, transportation and disposal of waste generated at the Site. The purpose of the plan is to ultimately reduce the amount of material becoming landfill. These plans will form the basis of the Project Construction Waste Management Plan.

#### 1.5 WASTE MANAGEMENT REQUIREMENTS

- A. The Owner has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be returned, reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.
- C. The Owner will seek LEED (Leadership in Energy and Environmental Design) certification from the U.S. Green Building Council. The documentation required here will be used for this

purpose. LEED awards points for a variety of sustainable design measures on a project, one of which is the reuse and recycling of project waste.

1. The Owner requires that a minimum of 75% waste materials be recycled and/or salvaged. The Contractor shall report monthly during the construction period to demonstrate that 75% of the on site waste is recycled, reused or salvaged.
- D. Diversion Requirements: The end-of-project recycling rate shall equal, at minimum, 75% by weight of the total project waste from construction, demolition, and land clearing activities on site being diverted from landfill disposal in accordance with the LEED-NC v2009 requirements for Materials & Resources Credit 2. Excavation soil and hazardous waste are excluded from the calculation. The following waste categories are likely candidates to be diverted from landfill (i.e., reused, recycled, or salvaged) for this project:
1. Concrete;
  2. Concrete masonry units (CMU);
  3. Concrete reinforcing steel;
  4. Asphalt and asphaltic concrete paving;
  5. Metals (e.g. banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, brass, bronze);
  6. Structural and miscellaneous steel, including steel studs;l
  7. Cardboard, paper, bubble wrap, styrofoam packaging;
  8. Beverage containers;
  9. Reuse items indicated on the Drawings and/or elsewhere in the Specification;
  10. Clean dimensional wood;
  11. Roofing;
  12. Insulation;
  13. Doors and frames, including hardware;
  14. Drywall and gypsum board;
  15. Carpet and pad;
  16. Ceiling tiles;
  17. Glass and glazing;
  18. Plastics;
  19. Paint;
  20. Terra Cotta tile;

21. Brick;
  22. Wood flooring and all other wood-based materials;
  23. Piping;
  24. Electrical conduit;
  25. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
    - a. Paper.
    - b. Cardboard.
    - c. Boxes.
    - d. Plastic sheet and film.
    - e. Polystyrene packaging.
    - f. Wood crates.
    - g. Plastic pails.
- E. Fluorescent lamps, HID lamps and mercury-containing thermostats removed from the Site shall be recycled.
- F. If conditions do not allow for recycling on site (to be determined by Contractor), the Waste Contractors should include off site opportunities to recycle and reuse removed material in the Waste Management Plan.
- G. With regard to these requirements the Contractor shall develop, for the Owner's review, a Waste Management Plan for this Project.

#### 1.6 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. The Contractor shall develop and implement a Construction Waste Management Plan (CWMP) for construction activities, including the demolition of existing structures and site components, consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Quantify by weight, the percentage of waste materials diverted from landfill disposal, as outlined below. Indicate quantities by weight, in tons.
- B. The Contractor shall be responsible for coordination and implementation of the overall CWMP. In addition, all trade sub-contractors shall be responsible for coordination with the Contractor with regard to waste recycling relevant to their scope of work.
- C. All Contractors and Subcontractors are required to dispose of construction and demolition waste in accordance with the CWMP and its provisions throughout construction and demolition activities.
- D. Draft Construction Waste Management Plan: Within 30 days after receipt of Notice to Proceed, or 30 days prior to any waste removal, whichever occurs sooner, the Contractor shall submit to the Owner and Architect a Draft Construction Waste Management Plan for their respective portions of CWMP activities in accordance with this Section and Section 01 81 13 LEED and Sustainable Design Requirements.

- E. Final Construction Waste Management Plan (CWMP): Once the Owner has determined which of the recycling options addressed in the draft CWMP are acceptable, the Contractor shall submit, within 10 calendar days, a Final Construction Waste Management Plan for their respective portions of CWMP activities.
- F. Waste Identification: Indicate anticipated types and quantities of site-clearing, demolition, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- G. Landfill Options: Indicate the name of the landfill(s) and/or incinerator(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
- H. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, reused, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
1. List of materials targeted for reuse, salvage, or recycling, and name(s) of receiving facilities/companies that will be purchasing or accepting the recycled or salvaged materials.
  2. Description of onsite and/or offsite sorting methods for all materials to be removed from site.
  3. If mixed (comingled) construction and demolition waste is to be sorted off-site, provide a letter from the processor stating the average percentage of mixed Construction and Demolition waste they recycle.
  4. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  5. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  6. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  7. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  8. Disposed Materials: Indicate how and where materials will be disposed. Include name, address, and telephone number of each landfill and incinerator facility.
  9. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
    - a. Materials handling procedures: description of the means by which reused, recycled or salvaged waste materials will be protected from contamination.
    - b. Transportation: description of means of transportation and destination for recyclable materials (whether materials will be separated on-site and self-hauled to designated

center, or mixed C&D waste will be collected by a waste hauler and removed from the site).

10. Meetings: description of regular meetings to be held to address construction waste management.
- I. Sample spreadsheet and description of how the plan will be documented on a monthly basis.
- J. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
  1. Total quantity of waste.
  2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  3. Total cost of disposal (with no waste management).
  4. Revenue from salvaged materials.
  5. Revenue from recycled materials.
  6. Savings in hauling and tipping fees by donating materials.
  7. Savings in hauling and tipping fees that are avoided.
  8. Handling and transportation costs. Include cost of collection containers for each type of waste.
  9. Net additional cost or net savings from waste management plan.
- K. Materials: The following list of materials, at a minimum, should be included for salvaging/recycling (See also Section 01 81 13 LEED and Sustainable Design Requirements):
  1. Cardboard.
  2. Clean dimensional wood.
  3. Beverage and food containers.
  4. Paper.
  5. Concrete.
  6. Concrete Masonry Units (CMUs).
  7. Ferrous and non-ferrous metals (banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze).
  8. Asphalt: Include the approximate weight of the asphalt paving to be crushed and utilized as granulated fill from the existing paving as a component of waste material diverted from the landfill.
  9. Stretch and shrink wrap.
  10. Gypsum wallboard.
  11. Paint containers and other clean empty plastic containers.

#### 1.7 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Waste Manager: The General Contractor shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the CWMP for the Project.
- B. Distribution: The Contractor shall distribute copies of the Waste Management Plan to the Owner and Architect.

- C. Instruction: The Contractor shall 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.
- D. Separation Facilities: If waste sorting will be done on site, the Contractor shall lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.
- E. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations.
- F. The Contractor shall provide calculations on end-of-project recycling rates, salvage rates, and landfill rates demonstrating the percentage, by weight or volume, of the construction wastes that were recycled or salvaged (the unit of measure must be consistent for all materials throughout tracking and documentation). The general process is as follows:
  - 1. Record and document the total weight (in tons) of all demolition construction waste materials sent to the landfill.
  - 2. Record and document the material types and the weights (in tons) that were recycled or salvaged.
  - 3. Divide the recycled and salvaged waste (in tons) by the total waste generated (recycled, salvaged, and land filled waste), and multiply by 100 to calculate the percentage, by weight, of the construction wastes that were recycled or salvaged.

#### 1.8 SUBMITTALS AND PROGRESS REPORTS

- A. Construction Waste Management Plan (CWMP): Not more than 30 days after receipt of Notice to Proceed and prior to the generation of any waste, the General Contractor, with the cooperation of all Contractors and Subcontractors, shall prepare and submit a draft Construction Waste Management Plan in accordance with Paragraph 1.7 above and Section 01 81 13 LEED and Sustainable Design Requirements, but not limited to, the following:
  - 1. Procedures for Recycling/Re-use Program to divert a minimum of 75% (by weight) of construction and demolition waste from landfill disposal.
  - 2. Approval of the CWMP shall not relieve any Contractor or Subcontractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
- B. Construction Waste Management Plan: Submit four copies of the final CWMP for both Construction Activities and for Demolition Activities no more than 45 days after the date established for the Notice to Proceed.
- C. The Contractor shall submit monthly a Construction Waste Management Progress Report, containing the following information: Project title, name of company completing report, dates of period covered by the report, % of waste recycled during this period and total % of waste recycled to date.

- D. Progress Report on the disposal of site waste, including:
  - 1. Recycled Materials: For each material, provide the following:
    - a. Amount (in tons);
    - b. Dates removed from the Site;
    - c. Receiving Party.
  - 2. Reused or Salvaged Materials. For each material, provide the following:
    - a. Amount (in tons);
    - b. Description of intended or actual use.
  - 3. Land Filled Materials. Provide the following:
    - a. Amount (in tons);
    - b. Dates removed from the Site;
    - c. Identity of the transfer station or landfill.
- E. Include legible copies of on-site logs, weight tickets and receipts. Receipts shall be from recycling and/or disposal site operators who can legally accept the materials for the purpose of reuse, recycling or disposal. The Waste Contractors shall save such original documents (as above) for the life of the Project plus three (3) years.
  - 1. This information shall be compiled into a single submittal at the end of construction. Submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work Complete tables similar to the example below..

**MR Credit 2: Construction Waste Management**

- 1. Complete the Landfill Table by listing waste materials sent to the landfill, the hauler or landfill location, and providing the weights (in tons) of waste materials sent to landfill.
- 2. Complete the Diverted Waste Table by identifying the diverted/recycled material types, how and where each material category was diverted, and providing the weights (in tons) of these materials.

**Landfill Table**

Landfill Material Category & Hauler or Landfill Location	Weight
	[tons]
Example: Garbage sent to Center County Solid Waste Landfill	
<b>Landfill Subtotal</b>	<b>0.0</b>

**Diverted Waste Table**

Diverted/Recycled Material Category & How/Where Waste was Diverted	Weight [tons]
Example: Cardboard - Recycled by Chester County Solid Waste Authority	
Example: Concrete - Crushed and used on site as structural fill	
<b>Diverted Subtotal</b>	<b>0.0</b>
<b>A. Landfill Subtotal</b>	<b>0.0</b>
<b>B. Diverted Subtotal</b>	<b>0.0</b>
<hr/>	
<b>C. Total Waste Generated (A + B)</b>	<b>0.0</b>
<hr/>	
<b>Percentage of Waste Diverted from Landfill (B/C x 100)</b>	
<b>0.0</b>	

- F. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- G. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- H. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- I. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.9 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction. Comply with all applicable local ordinances and regulations.
- B. Waste Management Meetings: Contractors shall include discussions on construction waste management requirements in the preconstruction meeting. Contractors shall include discussions on construction waste management requirements in the regular job meetings conducted during the course of the Project; at these meetings review methods and procedures related to waste management including, but not limited to, the following:

1. Delete subparagraphs below if not required. If retaining, insert additional requirements to suit Project.
2. Review and discuss waste management plan including responsibilities of the Owner's Construction Waste Manager, all Contractors, and Subcontractors.
3. Review requirements for documenting quantities of each type of waste and its disposition.
4. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
5. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
6. Review waste management requirements for each trade.

#### 1.10 SPECIAL PROGRAMS

- A. The Contractor shall be responsible for compliance with any Owner's programs involving rebates or similar incentives related to recycling, if applicable to the Project. Revenues or other savings obtained for recycling or returns shall accrue to the Contractor.

#### 1.11 REFERENCES, RESOURCES

- A. General information contacts for construction waste management: Contacts and Resources (such as the local, county, regional, or state Solid Waste Management Authority), along with resources and contact information for recycling entities to be developed by the General Contractor.
- B. The Owner encourages the Contractor to seek information from websites and experts in salvage or recycling in order to minimize disposal costs. There may be opportunities to sell or donate salvage and accrue rebates or similar incentives (which would accrue to the contractor); also there are outlets that will pick up, and in some cases buy recyclable materials. Examples of information resources are as follows:
  1. Web Resources (provided for information only; no warranty or endorsement is implied):
    - a. U.S. Green Building Council, including description of the LEED certification process and requirements for C&D waste recycling ([www.usgbc.org](http://www.usgbc.org))
    - b. U.S. Environmental Protection Agency, includes construction and demolition waste issues, and links to other resources (<http://www.epa.gov/epaoswer/non-hw/debris-new/>)

END OF SECTION 017419

**SECTION 017700 - CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
  
- B. Related Requirements:
  - 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
  - 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

## 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

## 1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
5. Submit test/adjust/balance records.
6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

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

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

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

### 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Submit list of incomplete items in the following format:
    - a. PDF electronic file. Architect will return annotated copy.

### 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - p. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare written report.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

**SECTION 017839 - PROJECT RECORD DOCUMENTS**

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
1. Record Drawings.
  2. Record Specifications.
  3. Record Product Data.
- B. Related Requirements:
1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

## 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit one set(s) of marked-up record prints.
  2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Final Submittal:
      - 1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

## PART 2 - PRODUCTS

## 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file **with comment function enabled**.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

**2.2 RECORD SPECIFICATIONS**

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

**2.3 RECORD PRODUCT DATA**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file

**2.4 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.

**PART 3 - EXECUTION**

**3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

CANNOT BE USED FOR BIDDING

**SECTION 017900 - DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.
- B. Related Requirements:
  - 1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

**1.4 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Date of video recording.
  - 2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
  - 3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

**1.5 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 3. Review required content of instruction.
  - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

## 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:

- a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
  - b. Repair instructions.

- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
  - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

**SECTION 018113 – LEED AND SUSTAINABLE DESIGN REQUIREMENTS**

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. This Section includes administrative, procedural, and product requirements for compliance with the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) LEED-NC Version 2009 prerequisites and credits.
- B. LEED requirements should be followed in conjunction with requirements in this Section and other Sections for individual construction activities. Any discrepancies between these Sections require notification of the Architect and the Architect's approval of the resolution.
- C. The Owner requires the Contractor to implement practices and procedures to meet the environmental performance goals for the Project, which include achieving at least LEED "Silver" level certification. Specific project features include (but are not limited to): materials and equipment that reduce the energy and water consumption of the facility, materials with recycled content, locally-manufactured materials, low-emitting materials, construction waste recycling, and the implementation of a construction indoor air quality management plan. The Contractor shall ensure that the requirements related to these goals, as defined in the LEED REQUIREMENTS sections and elsewhere throughout the contract documents, are implemented to the fullest extent. Substitutions or other changes to the work proposed by the Contractor or his subcontractors shall not be allowed if such changes compromise the stated LEED Requirements. The following LEED Prerequisites and Credits have been targeted for the project in order to achieve the points required for at least a LEED "Silver" rating.
1. A number of LEED prerequisites and credits needed to obtain LEED certification are dependent on material selections and may not be specifically identified as LEED requirements. Compliance with requirements needed to obtain LEED prerequisites and credits will be used as a major criterion to evaluate substitution requests.
  2. Additional LEED prerequisites and credits needed to obtain the indicated LEED certification are dependent on the Architect's design and other aspects of the Project that are not part of the Work of the Contract. It is recognized that there are certain requirements of LEED over which the Contractor has no control. However, the Contractor shall become familiar with the requirements of LEED Certification and participate and cooperate with attaining LEED Certification.
  3. The required prerequisites and potential credits being pursued for this project are itemized in the LEED Scorecard attached at the end of this Section.
  4. A copy of the LEED Green Building Rating System is available through the following web link <http://www.usgbc.org/ShowFile.aspx?DocumentID=8868> for reference.
- D. Specific sustainable design strategies are incorporated into the Project to earn LEED points targeted by the Owner and project team. These strategies include but are not limited to:
1. Implementing a Construction Storm Water Runoff and Pollution Prevention Plan

2. Implementing a Construction Waste Management Plan to divert construction waste from landfill disposal
3. Implementing a Construction Indoor Air Quality Management Plan
4. Implement Indoor Air Quality Testing
5. Use of materials with recycled-content
6. Use of locally-manufactured and extracted materials
7. Use of low-emitting materials
8. Use of certified wood products
9. Use of composite wood and agrifiber products free of urea-formaldehyde-containing binding resins and laminating adhesives.

## 1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Related Sections include the following:
  1. Divisions 02 through 48 Sections for LEED Requirements specific to the Work of each of those Sections.
  2. 01 31 13 "LEED Submittals" for submittals and documentation required to demonstrate compliance with applicable LEED credit requirements.
  3. 01 74 19 "Construction Waste Management" for procedures related to disposal of construction waste.  
01 81 19 "Construction IAQ Management". for procedures associated with construction-related impacts on Indoor Air Quality (IAQ).
  4. 01 91 13 General Commissioning Requirements.

## 1.3 DEFINITIONS

- A. Agrifiber Products: Composite panel products derived from agricultural fiber.
- B. Certificates of Chain-of-Custody: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria", published by the Forest Stewardship Council (FSC). Certificates shall include evidence that mill is certified for chain-of-custody by an FSC-accredited certification body.
- C. Composite Wood: A product consisting of wood fiber or other plant particles bonded together by a resin or binder.
- D. Construction and Demolition Waste: Includes solid wastes, such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair and demolition operations. A construction waste management plan is to be provided by the Contractor as defined in Section 01 78 39 Construction Waste Management.
- E. EA: Energy and Atmosphere LEED section.

- F. IEQ: Indoor Environmental Quality LEED section.
- G. LEED: The Leadership in Energy & Environmental Design green building rating systems developed and adopted by the U.S. Green Building Council (USGBC). The systems certify levels of environmental achievement based on a point and credit scoring system. .
- H. LEED Certified, Silver, Gold and Platinum Level Certification: This Certification is attained by receiving a minimum of 40 points for Certified, 50 points for Silver, 60 points for Gold and 80 points for Platinum out of 100 possible core points as defined by the LEED-NC Green Building Rating System Version 2009. Certification entails meeting requirements set by LEED under the categories of "Sustainable Sites", "Water Efficiency", "Energy and Atmosphere", "Materials and Resources", and "Indoor Environmental Quality".
- I. LEED-NC: The Leadership in Energy & Environmental Design green building rating system developed and adopted by the USGBC for new construction and major renovations of buildings.
- J. Light Pollution: Light that extends beyond its source such that the additional light is wasted in an unwanted area or in an area where it inhibits view of the night sky
- K. MR: Materials and Resources LEED section.
- L. Post-Consumer Recycled Content: The percentage by weight of constituent materials that have been recovered or otherwise diverted from the solid waste stream after consumer use.
- M. Pre-consumer Recycled Content: Materials that have been recovered or otherwise diverted from the solid waste stream during the manufacturing process. Post-Industrial content must be material that would not have otherwise entered the waste stream as per Section 5 of the FTC Act, Part 260 "Guidelines for the Use of Environmental Marketing Claims."  
[www.ftc.gov/bcp/gmrule/guides980427](http://www.ftc.gov/bcp/gmrule/guides980427).
1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not pre-consumer recycled materials.
  2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.
- N. Rapidly Renewable Materials: Materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.
- O. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).
- P. Regional Materials: Materials that are extracted, harvested, recovered and manufactured within a radius of 500 miles from the Project site
- Q. Salvaged or Reused Materials: Materials extracted from existing buildings in order to be re-used in other buildings without being manufactured.

- R. Sealant: Any material that fills and seals gaps between other materials.
- S. SS: Sustainable Sites LEED section.
- T. Volatile Organic Compounds (VOCs): Volatile Organic Compounds (VOC) means any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, which participates in atmospheric photochemical reactions. Compounds that have negligible photochemical reactivity, listed in EPA 40 CFR 51.100(s), are also excluded from this regulatory definition. These chemical compounds are common in and emitted by many building products over time through off gassing: solvents in paints and other coatings; wood preservatives; strippers and household cleaners; adhesives in particleboard, fiberboard, and some plywood; and foam insulation. When released, VOCs can contribute to the formation of smog and can cause respiratory tract problems, headaches, eye irritations, nausea, and damage to the liver, kidneys, and central nervous system, and possibly cancer.
- U. WE: Water Efficiency LEED section.

#### 1.4 SUSTAINABLE DESIGN MANAGEMENT PLANS

##### A. Construction Storm Water Runoff and Pollution Prevention Plan

1. The Construction Storm Water Runoff and Pollution Prevention Plan shall be developed in accordance with the requirements of LEED prerequisite Sustainable Sites 1.

##### B. Construction Waste Management Plan

1. The Construction Waste Management Plan shall be developed in accordance with Specification Section 01 74 19 Construction Waste Management.

##### C. Construction Indoor Air Quality (IAQ) Management Plan

1. The Construction Indoor Air Quality (IAQ) Management Plan shall be developed in accordance with Specification Section 01 81 19 Construction IAQ Management.

#### 1.5 QUALITY ASSURANCE

- A. Preconstruction Meeting: After award of Contract and prior to the commencement of the Work, the GC shall schedule and conduct meeting with Owner, Architect, all Prime Contractors, and all Subcontractors to discuss the Construction Waste Management Plan, the required Construction Indoor Air Quality (IAQ) Management Plan, and all other Sustainable Design Requirements. The purpose of this meeting is to develop a mutual understanding of the project's Sustainable Design Requirements and coordination of the Contractor's management of these requirements with all parties.

- B. Construction Job Conferences: The status of compliance with the LEED Requirements of these specifications will be an agenda item at all regular job meetings conducted during the course of work at the site.

## 1.6 SUBMITTALS

- A. Submit required LEED submittals and forms as required by Section 01 31 13 LEED Submittals. See Section 01 31 13 LEED Submittals.
- B. Submit additional LEED submittal requirements included in other sections of the Specifications.
- C. LEED submittals are in addition to other submittals. If a submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated LEED requirements.
- D. LEED Submittals are required for Construction Waste Management Plan as indicated in this Section and in Section 01 74 19 Construction Waste Management. See also Section 01 81 13 LEED and Sustainable Design Requirements.
- E. LEED Submittals are required for Construction IAQ Management as indicated in this Section and in Section 01 81 19 Construction IAQ Management. See also Section 01 81 13 LEED and Sustainable Design Requirements.
- F. Provide the LEED ENVIRONMENTAL MATERIALS REPORTING FORM (attached at the end of Section 01 31 13 LEED Submittals) with all applicable information entered into the germane blank spaces for the submitted product for all product submittals under Divisions 02 through 48, along with the required manufacturer's product data.
- G. Provide the LEED VOC REPORTING FORM (attached at the end of Section 01 31 13 LEED Submittals) with all applicable information entered into the germane blank spaces for all submitted adhesives, sealants, paints, and architectural coatings submittals under Divisions 02 through 48, along with the required manufacturer's product data.
- H. All LEED submittals must include copies of manufacturer's information, highlighted to verify information entered into the LEED ENVIRONMENTAL MATERIALS REPORTING FORM and the LEED VOC REPORTING FORM.

## PART 2 - PRODUCTS

### 2.1 PRODUCT ENVIRONMENTAL REQUIREMENTS

- A. Site Clearing: Topsoil shall be provided by the Contractor from onsite material which has been stockpiled for re-use. Off-site borrow should only be used when on-site sources are exhausted. Chip and/or compost on-site all vegetated material identified for removal.

- B. Do not burn rubbish, organic matter, etc. or any material on the site. Dispose of legally in accordance with Specifications Section 01 78 39 Construction Waste Management.
- C. Credit SS7.1: Site Hardscape Materials: At least 50% of all non-roof impervious site paving materials must have a Solar Reflectance Index (SRI) of at least 29.
- D. Credit SS7.2: Roofing Materials: At least 75% of the roof surface area, other than vegetated roof systems, must comply with the following requirements:
1. Low-Sloped roofing less than or equal to 2:12 slope must have an SRI of at least 78.
  2. Steep-Sloped roofing greater than 2:12 slope must have an SRI of at least 29.
- E. Prerequisite WEp1: Water Conserving Fixtures: Plumbing fixtures and fittings shall use in aggregate at least 20% less water than the water use baseline calculated for the building after meeting the Energy Policy Act of 1992 fixture performance requirements. Flow and flush rates shall not exceed the following:
1. Toilets: no more than 1.28 gallons per flush, or dual flush 1.6/0.8 gallons per flush, and have documented bowl evacuation capability per MaP testing of at least 400 grams.
  2. Urinals: no more than 0.125 gallons per flush or use or water-free urinals.
  3. Public Lavatory Faucets: 0.5 gpm with automatic faucet controls.
  4. Residential (Guest Room) Lavatory Faucets: 1.5 gpm
  5. Kitchen Sink Lavatories and Janitors sinks: 2.2 gpm
  6. Showerheads: no more than 2.0 gpm
  7. Commercial Prerinse Spray Valves (for food service applications): 1.6 gpm
- F. Credit WEc1: Landscaping Irrigation: Any permanent landscape irrigation systems must be supplied entirely by collected rainwater or graywater and must be comprised of below grade drip emitters controlled by moisture sensors. Timer controls shall not be permitted.
- G. Credit WEc3: Water Conserving Fixtures: Plumbing fixtures and fittings shall use in aggregate at least 30% less water than the water use baseline calculated for the building after meeting the Energy Policy Act of 1992 fixture performance requirements. Flow and flush rates shall not exceed the list under WEp1 above.
- H. Prerequisite EAp3: Elimination of CFCs: Base building cooling equipment shall contain no CFC-based refrigerants.
- I. Credit MRc4: Recycled Content of Materials: Provide building materials with recycled content such that post-consumer recycled content value plus  $\frac{1}{2}$  the pre-consumer recycled content value constitutes a minimum of 20 percent of the cost of materials used for the Project, exclusive of all MEP equipment, labor, and delivery costs. The Contractor shall make all attempts to maximize the procurement of materials with recycled content.
1. The post-consumer recycled content value of a material shall be determined by dividing the weight of post-consumer recycled content by the total weight of the material and multiplying by the cost of the material.

2. The pre-consumer recycled content value of a material shall be determined by dividing the weight of post-industrial recycled content by the total weight of the material and multiplying by the cost of the material.
3. Recycled content of materials shall be defined in accordance with the International Organization for Standardization document, *ISO 14021 – Environmental labels and declarations – Self-declared environmental claims (Type II environmental labeling)*.
4. Do not include mechanical and electrical components in the calculations.
5. Do not include labor and delivery costs in the calculations.
6. Recycled content of materials is defined according to the Federal Trade Commission's "Guide for the Use of Environmental Marketing Claims," 16 CFR 260.7 (e).
7. Utilize all on-site existing paving materials that are scheduled for demolition as granulated fill, and include the cost of this material had it been purchased in the calculations for recycled content value.
8. At a minimum, the materials in the following list must contain the minimum recycled content indicated:

<u>Category</u>	<u>Minimum Recycled Content</u>
Compost/mulch	100% post-consumer
Asphaltic Concrete Paving	25% post-consumer
Cast-in-place concrete	6% pre-consumer
CMU: Gray Block	20% pre-consumer
Steel Reinforcing Bars	90% combined
Structural Steel Shapes	90% combined
Steel Joists	75% combined
Steel Deck	75% combined
Steel Fabrications	60% combined
Steel Studs	30% post-consumer
Steel Roofing	30% post-consumer
Aluminum Fabrications	35% combined
Rigid Insulation	20% pre-consumer
Batt insulation	30% combined
Cellulose/Mineral Fiber Insulation	75% combined
Rock Wool Insulation	75% pre-consumer
Fireproofing	20% combined
Steel Doors and Frames	35% combined

Gypsum Wallboard	100% combined
Gypsum Sheathing	90% combined
Carpet	40% combined
Ceramic Tile Flooring	60% combined
Rubber Flooring & Base	60% combined
Acoustical Ceiling Tile (ACT)	40% post-consumer
ACT Suspension System	90% post-consumer
Toilet Partitions	60% post-consumer

- J. Credit MRc5: Regional Materials: Provide a minimum of 20 percent of building materials (by cost) that are manufactured and also contain raw materials that are extracted, harvested, or recovered within a 500 mile radius of the project site, exclusive of labor and delivery costs. The Contractor shall make all attempts to maximize the procurement of materials within this specified 500 mile radius.
- K. Credit MRc7: Certified Wood: Provide a minimum of 50 percent (by cost) of wood-based materials that are produced from wood that has been certified in accordance with Forest Stewardship Council (FSC) "Principles and Criteria" and has received Chain-of-Custody Certification as certified by an accredited certification group such as Smartwood or Scientific Certification Systems (SCS).
1. Wood-based materials include but are not limited to the following materials (when made from made wood), engineered wood products, or wood-based panel products:
- a. Rough carpentry
  - b. Miscellaneous carpentry
  - c. Heavy timber construction
  - d. Wood decking
  - e. Particleboard
  - f. Plywood
  - g. Metal-plate-connected wood trusses
  - h. Structural glued-laminated timber
  - i. Finish carpentry
  - j. Architectural woodwork
  - k. Casework
  - l. Wood paneling
  - m. Wood veneer wall covering
  - n. Wood flooring
  - o. Wood lockers
  - p. Wood cabinets
  - q. Wood doors
  - r. Non-rented temporary construction, including bracing, concrete formwork, pedestrian barriers, and temporary protection

## 2.2 Credit IEQc1: Outdoor Air Delivery Monitoring:

1. All spaces with an occupant density greater than 1 person per 40square feet must include at least one CO2 monitor located between 3 feet and 6 feet above the finished floor.
2. All spaces with occupant density less than 1 person per 40 square feet must include a direct outdoor airflow monitor, capable of measuring the minimum outdoor airflow rate within 15% accuracy.
3. Monitoring equipment must be configured to generate a building automation system alarm and a visual or audible alert when CO2 concentration differentials (indoor to ambient outdoor) vary by 10% or more from set point.

## B. Credit IEQc4.1: Adhesives and Sealants: For all interior field-applied applications, use adhesives and sealants that comply with the current limits of the South Coast Air Quality Management District Rule #1168 , effective date of July 1, 2005 and the rule amendment date of January 7, 2005.

1. Use adhesives and sealants that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24):
  - a. Indoor Carpet and Carpet Pad Adhesives: 50 g/L
  - b. Wood Flooring Adhesives: 100 g/L
  - c. Rubber Floor Adhesives: 60 g/L
  - d. Subfloor Adhesives: 50 g/L
  - e. Ceramic Tile Adhesives: 65 g/L
  - f. VCT and Sheet Vinyl Adhesives: 50 g/L
  - g. Gypsum Board and Panel Adhesives: 50 g/L
  - h. Cove Base Adhesives: 50 g/L
  - i. Multipurpose Construction Adhesives: 70 g/L
  - j. Structural Glazing Adhesives and Compounds: 100 g/L
  - k. Metal to Metal Adhesives: 30 g/L
  - l. Plastic Foam Adhesives: 50 g/L
  - m. Adhesives for Porous Materials (Except Wood): 50 g/L
  - n. Wood adhesives: 30 g/L
  - o. Fiberglass substrate adhesives: 80 g/L
  - p. Architectural Sealants and Primers: 250 g/L
  - q. PVC Welding Compounds: 510 g/L General Contact Adhesive: 80 g/L
  - r. CPVC Welding Compounds: 490 g/L
  - s. ABS Welding Compounds: 400 g/L
  - t. Plastic Cement Welding Compounds: 250 g/L
  - u. Adhesive Primer for Plastic: 550 g/L
  - v. Contact Adhesives: 80 g/L
  - w. Special Purpose Contact Adhesives: 250 g/L
  - x. Structural Wood Member Adhesive: 140 g/L
  - y. Top and Trim Adhesives: 250 g/L
  - z. Architectural Sealants: 250 g/L

## C. Credit IEQc4.2: Paints and Coatings: For all interior field-applied applications, use paints and coatings that comply with the VOC content limits and chemical restrictions of Green Seal Standard GS-11, Paints, First Edition, May 20, 1993; Green Seal Standard GC-03, Anti-

Corrosive Paints, Second Edition, January 7, 1997; and South Coast Air Quality Management District Rule 1113, Architectural Coatings, rules in effect on January 1, 2004, as follows:.

1. Use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24):
  - a. Flat paints, coatings, and primers: 50 g/L
  - b. Non-flat paints, coatings, and primers: 150 g/L
  - c. Dry fog coatings: 150 g/L
  - d. Anti-corrosive paints and coatings: 250 g/L
  - e. Clear wood finishes: varnish 350 g/L; lacquer 550 g/L
  - f. Floor coatings: 100 g/L
  - g. Concrete curing compounds: 350 g/L
  - h. Waterproofing sealers: 250 g/L
  - i. Sanding sealers: 275 g/L
  - j. All other sealers: 200 g/L
  - k. Stains: 250 g/L
  - l. For all others, refer to the referenced standards listed above.

D. Credit IEQc4.3: Flooring Systems

1. Carpet: All carpet must meet or exceed the Carpet and Rug Institute Green Label Plus Indoor Air Quality Test Program. All carpet cushion must meet or exceed the Carpet and Rug Institute Green Label Indoor Air Quality Test Program, and the VOC content of carpet adhesives cannot exceed 50 g/L.
2. Hard Surface Flooring: All hard surface flooring products for vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base must be certified as compliant with the FloorScore standard, as developed by the Resilient Flooring Covering Institute ([www.rfci.com](http://www.rfci.com)). See the following website for further information (accessed 8/26/11):  
[http://www.rfci.com/index.php?option=com\\_content&view=article&id=80&Itemid=79](http://www.rfci.com/index.php?option=com_content&view=article&id=80&Itemid=79)

E. Credit IEQc4.4: Composite Wood and Agrifiber Binders: All composite wood, agrifiber products, and wood doors shall contain no added urea-formaldehyde resins. Adhesives used to apply laminates, whether shop-applied or field-applied, shall contain no urea-formaldehyde.

F. Blended Cement Concrete: In aggregate, concrete mixes must utilize blended cement mixes to displace 40% of the Portland cement typically included in conventional construction I accordance with Section 03 30 00, as follows:

1. Cementitious Materials: Provide composite mix of Portland Cement and Ground Granulated Blast-Furnace Slag or Fly Ash or Blended Hydraulic Cement and limit percentage, by weight, of Portland Cement (ASTM C150) in aggregate (total weighted average of cementitious material weight for all mixes and pours) to 40 percent less than standard regional concrete mix designs.
2. Limit percentage, by weight, of standard portland cement (C-150), to the following maximum percentages of the cementitious portion of the mix while maintaining the above 40% required reduction in Portland cement across the project's total quantity of concrete: :

- a. Footings and Foundations – 50 percent
- b. Slab on Grade - 60 percent, except for cold weather pours
- c. Insulated Concrete Form Concrete - 40 percent
- d. Elevated Slabs - 60 percent, except for cold weather pours
- e. Exterior Concrete - 75 percent

### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION WASTE MANAGEMENT

- A. Credit MRc2: Construction Waste Management Plan: Develop and implement a Construction Waste Management Plan (CWMP), as defined in Section 01 74 19 Construction Waste Management , quantifying by weight, the waste materials diverted from landfill disposal, as outlined below. All Contractors and Subcontractors are required to dispose of their construction waste in accordance with the CWMP and the following provisions throughout construction:
1. The GC's Construction Waste Manager, with the cooperation, participation, and coordination of all Contractors and Subcontractors is required to recycle, reuse, and/or salvage at least 75% (by weight) of construction and demolition waste.
  2. The General Contractor, with the cooperation, participation, and coordination of all Contractors and Subcontractors shall develop and implement a CWMP for the demolition of existing structures and site components, including reuse of existing and demolished paving materials as granulated fill.
  3. The GC's Construction Waste manager shall arrange for materials collection by or materials delivery to the appropriate recycling or reuse facility.
  4. Clean materials which are contaminated prior to placing in collection containers. Deliver materials free of dirt, adhesives, solvents, petroleum contamination and other substances deleterious to the recycling process.
  5. Utilize any on-site existing paving materials that are scheduled for demolition as granulated fill, and include the weight of this material in the calculations for material diverted from land fill disposal.
  6. Discuss CWMP procedures and measures as an agenda item at all regular job meetings conducted during the course of work at the site, and record progress in meeting minutes.
  7. Submit monthly progress reports with Applications for Payment in accordance with Section 01 78 39 Construction Waste Management, documenting the status of the CWMP and current diversion percentage rates.

#### 3.2 CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT

- A. Credit IEQc3.1: Construction IAQ Management Plan, During Construction: Develop and implement a Construction IAQ Management Plan (CIAQMP) to prevent indoor air quality problems resulting from construction activities, including, at minimum the following:
1. Construction activities must meet or exceed the minimum requirements of the SMACNA IAQ Guideline for Occupied Buildings under Construction, 1995.

2. During construction, protect all absorptive materials stored on-site or installed from moisture damage as described in the Construction IAQ Management Plan (CIAQMP) defined above. Any drywall that has retained more than 20% moisture after 48 hours following exposure to moisture or that has evidence of mold must be disposed of in accordance with Section 01 78 39 Construction Waste Management.
3. During construction and HVAC system installation, provide the architect with photographs of IAQ management measures (such as protection of ducts and on-site or installed absorptive materials), including six photographs on three different occasions depicting implemented SMACNA approaches.
4. Install air filtration media that provides a Minimum Efficiency Reporting Value (MERV) of 8 or better for filtration media installed at return air grilles during construction if permanently installed AHUs are used during construction. Inspect weekly and replace as required
5. Discuss CIAQMP procedures and measures as an agenda item at all regular job meetings conducted during the course of work at the site, and record progress in meeting minutes.
6. Submit monthly progress reports with Applications for Payment, documenting the status of the CIAQMP.

### 3.3 COMMISSIONING

- A. Commissioning: All building energy-related systems and building envelope components shall be commissioned in accordance with the requirements of Specification Section 01 91 00 General Commissioning Requirements and related commissioning sections in other divisions in order to verify and ensure that fundamental building elements and systems are installed, constructed, calibrated to operate, and perform according to the Owner's Project Requirements, Basis of Design, and Construction Documents.

END OF SECTION 018113

**SECTION 018119 – CONSTRUCTION IAQ MANAGEMENT**

## PART 1 GENERAL

## 1.1 CONSTRUCTION IAQ MANAGEMENT GOALS FOR THE PROJECT

- A. The Owner has established that this Project shall minimize the detrimental impacts on Indoor Air Quality (IAQ) resulting from construction activities. Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site, poor housekeeping, shall be minimized.

## 1.2 LEED GENERAL REQUIREMENTS

- A. The Owner requires the Contractor to implement practices and procedures to meet the environmental performance goals for the project, which include achieving at least LEED “Silver” level Certification, and perhaps Gold. Specific project goals that may impact this area of work include: use of materials with recycled content; use of locally-manufactured materials; use of low-emitting materials; construction waste recycling; and the implementation of a construction indoor air quality management plan. The Contractor shall ensure that the requirements related to these goals, as defined in the sections below, are implemented to the fullest extent. Substitutions or other changes to the work proposed by the Contractor or his subcontractors shall not be allowed if such changes compromise the stated LEED Performance Criteria.

## 1.3 SECTION INCLUDES

- A. This Section includes requirements for the development of a Construction Indoor Air Quality Management Plan (alternatively referred to as the Plan). The Plan shall be developed by the Construction Manager, or other qualified party as approved by the Owner and Consultant. The Plan shall be implemented throughout the duration of the project construction under the direction, and shall be documented per the Submittal Requirements of Item 1.6 below. The Plan is included as part of the LEED requirements for the project.
- B. Related Sections include the following:
1. Section 013113 - LEED Submittals.
  2. Section 017839 - Construction Waste Management
  3. Section 018113 - LEED and Sustainable Design Requirements.
  4. All sections of the Specifications related to interior construction, MEP systems, and items affecting indoor air quality.
  5. All sections including adhesives and sealants products.
  6. All sections including paints and coatings products.
- C. The Contractor shall provide, prior to the beginning of construction, a copy of the IAQ Plan, and upon completion of the project the Construction IAQ Summary Report.

#### 1.4 REFERENCES, RESOURCES

- A. SMACNA IAQ Guidelines for Occupied Buildings Under Construction, First ed., Nov. 1995, The Sheet Metal and Air Conditioner National Contractors Association. (703) 803-2980, <http://www.smacna.org>.
- B. ANSI/ASHRAE 52.2-1999, "Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size", [www.ashrae.org](http://www.ashrae.org)

#### 1.5 CONSTRUCTION IAQ MANAGEMENT PLAN - OVERVIEW

- A. The Contractor shall prepare and submit a Construction IAQ Management Plan to the Owner and LEED Consultant for approval in accordance with the provisions of Specifications Section 01 81 13 LEED and Sustainable Design Requirements. The Construction IAQ Management Plan shall meet the following criteria:
  - 1. Construction activities shall be planned and implemented to meet or exceed the minimum requirements included in Chapter 3 of the Sheet Metal and Air Conditioning National Contractors' Association (SMACNA) "IAQ Guidelines for Occupied Buildings Under Construction," First Edition, 1995;
  - 2. Absorptive materials shall be protected from moisture damage when stored on-site and after installation;
  - 3. Filtration media shall be installed to protect ductwork and/or equipment used during the construction process, per Item 2.1 FILTRATION MEDIA of this specification.
  - 4. A Sequence of Finish Installation Plan shall be developed, highlighting measures to reduce the absorption of VOCs by materials that act as "sinks."
  - 5. Upon approval of the Plan by the Owner and Consultant, it shall be implemented by the Contractor and Subcontractors through the duration of the construction process, and documented in accordance with the LEED Submittal Requirements of this Section.

#### 1.6 LEED SUBMITTAL REQUIREMENTS

- A. Not more than 30 days after the Preconstruction Meeting, The HVAC Contractor, with the GC's cooperation and assistance, shall prepare and submit for the Architect and Owner's approval, an electronic copy of the draft Construction IAQ Management Plan in a Word file. (A sample CWMP can be provided by the Architect upon request). This CIAQMP should consist of approximately 2-5 pages in a Word file including, but not limited to, descriptions of the following:
  - 1. Construction procedures for meeting or exceeding the minimum requirements of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings Under Construction, 1995, Chapter 3, including procedures for HVAC Protection, Source Control, Pathway Interruption, Housekeeping, and Scheduling.

2. Construction procedures for protecting absorptive materials stored on-site or installed from moisture damage.
  3. Schedule of submission to architect of photographs of on-site construction IAQ management measures such as protection of ducts and on-site stored oil installed absorptive materials.
  4. Construction procedures if air handlers must be used during construction, including a description of filtration media to be used at each return air grille.
  5. Construction procedure for replacing all air filtration media immediately prior to occupancy after completion of construction, including a description of filtration media to be used at each air handling or air supply unit.
  6. A construction schedule outlining the start-up date and expected duration of all Construction IAQ Management Plan control measures.
  7. Sequence Installation Plan, as defined in section 1.6 of this specification; to be submitted prior to the beginning of construction.
- B. Not more than 30 days following receipt of the approved draft CIAQMP, The HVAC Contractor, with the cooperation and assistance of the GC, shall submit an electronic copy of the approved CIAQMP in a Word file, along with the following:
1. Manufacturer's cut sheets and product data highlighting the Minimum Efficiency Reporting Value (MERV) for all filtration media to be installed at return air grilles during construction if permanently installed AHUs are used during construction.
  2. Manufacturer's cut sheets and product data highlighting the Minimum Efficiency Reporting Value (MERV) for filtration media in all air handling units (AHUs).
- C. Not more than 14 days after Substantial Completion, The HVAC Contractor, with the cooperation and assistance of the GC, shall provide the following:
1. Documentation verifying required replacement of air filtration media in all air handling units (AHUs) after the completion of construction and prior to occupancy and, if applicable, required installation of filtration during construction.
  2. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets shall be submitted with the Contractor's or Subcontractor's 'approved' stamp as confirmation that the products submitted are the products installed on the project.
  3. (18) photographs - (6) photographs taken on (3) different occasions during construction, labeled with the SMACNA approach illustrated- that document the implementation of the Construction IAQ Management Plan throughout the course of the project construction. Examples include photographs of ductwork sealing and protection, temporary ventilation measures, and conditions of on-site materials storage (to prevent moisture damage). Photographs shall include integral date stamping, and shall be

submitted with brief descriptions. All the above photographs shall be submitted to the Architect upon substantial completion of construction.

## PART 2 PRODUCTS

### 2.1 FILTRATION MEDIA

- A. If air handlers are used during construction, filtration media must be used at each return grill and have a Minimum Efficiency Reporting Value (MERV) of at least 8, as determined by ASHRAE 52.2-1999.
- B. All filtration media in AHUs shall be replaced immediately prior to occupancy and must have a Minimum Efficiency Reporting Value (MERV13) with MERV value as determined by ASHRAE 52.2-1999.

## PART 3 EXECUTION

### 3.1 CONSTRUCTION IAQ MANAGEMENT PLAN – DETAILED REQUIREMENTS

- A. SMACNA Guidelines, as stated in Chapter 3 of the referenced “IAQ Guidelines for Occupied Buildings Under Construction,” outline IAQ measures in five categories as listed below. The Construction IAQ Management Plan shall be organized in accordance with the SMACNA format, and shall address measures to be implemented by the Contractor and/or subcontractors in each of the five categories (including subsections). All subsections shall be listed in the Plan; items that are not applicable for this project should be listed as such.
  - 1. HVAC Protection: Will include Return Side, Central Filtration, Supply Side and may include Duct Cleaning
    - a. Contractor will direct subcontractors to protect air handling and distribution equipment, and air supply and return ducting during construction. The designated person will inspect work and monitor subcontractor(s) to insure compliance.
    - b. All ductwork arriving on site will be sealed with plastic sheeting and stored on pallets or dunnage until installed.
    - c. Contractor will direct subcontractors to cover and protect all exposed air inlets and outlets, openings, grilles, ducts, plenums, etc. to prevent water, moisture, dust and other contaminate intrusion.
    - d. Contractor will direct subcontractors to apply protection immediately after ducting.
    - e. Ducting runs will be protected at the end day’s work.
    - f. Contractor will direct subcontractor to inspect temporary filtration weekly and replace as required to maintain the proper ventilation rates in the building.
  - 2. Source Control
    - a. Contractor will direct subcontractors to protect stored on-site or installed absorptive or porous materials such as batt.
    - b. Contractor will not allow subcontractors to use wet damaged porous materials in the building.

- c. Contractor will require subcontractors to use low emitting paints, sealants, adhesives and carpet.
  - d. Other Source Control Measures may include:
    - 1). Product Substitution
    - 2). Modifying Equipment Operation
    - 3). Changing Work Practices
    - 4). Local Exhaust
    - 5). Air Cleaning
    - 6). Cover or Seal
3. Pathway Interruption:
- a. Pathway Interruption Measures may include:
    - 1). Depressurize Work Area
    - 2). Pressurize Occupied Space
    - 3). Erect Barriers to Contain Construction Areas
    - 4). Relocate Pollutant Sources
    - 5). Temporarily Seal the Building
4. Housekeeping: Protect stored on-site or installed absorptive materials from moisture damage. At minimum the contractor shall:
- a. Store materials on elevated platforms under cover, and in a dry location.
  - b. If materials are not stored in an enclosed location, cover tops and sides of material with waterproof sheeting, securely tied.
  - c. Phase construction such that absorptive materials are installed only in areas that are weathertight.
5. Scheduling
- a. Sequence finish installation of materials.
- B. Protect of Materials from Moisture Damage: As part of the HOUSEKEEPING section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described. This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction.
- C. Replacement of Filtration Media: Under the HVAC PROTECTION section of the Construction IAQ Management Plan, a description of the filtration media in all ventilation equipment shall be provided. The description shall include replacement criteria for filtration media during construction, and confirmation of filtration media replacement for all equipment immediately prior to occupancy. Filtration media shall meet the requirements of Item 2.1 (Filtration Media) of this specification.
- D. Sequence of Finish Installation for Materials

1. Absorptive materials should be installed *after* the installation of materials or finishes which have high short-term emissions of VOCs, formaldehyde, particulates, or other air-borne compounds. Absorptive materials include, but are not limited to: carpets; acoustical ceiling panels; fabric wall coverings; insulations (exposed to the air stream); window treatments, upholstered furnishings; and other woven, fibrous or porous materials. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paints, wood preservatives and finishes; control and/or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.
  2. The Contractor shall develop a sequencing schedule that identifies how the sequencing will occur for the project. The schedule shall be submitted to the Owner and Consultant in accordance with the Submittal Requirements of this Section.
- E. If building HVAC systems are used to supply the ventilation air, filtration media shall be installed per the requirements of Item 2.1 (Filtration Media) of this specification.
- F. Implementation and Coordination
1. The Contractor shall be responsible for implementation of the Construction IAQ Management Plan, and for the coordination of the Plan with all affected trades. The Contractor shall designate one individual as the Construction IAQ Representative, who will be responsible for communicating the progress of the Plan with the Owner and Consultant on a regular basis, and for assembling the required LEED documentation. The Contractor shall include provisions in the Construction IAQ Management Plan for addressing conditions in the field that do not adhere to the Plan, including provisions to implement a stop work order, or to rectify non-compliant conditions.
  2. Subcontractors shall be responsible for the implementation of specific control measures, as specified in the Construction IAQ Management Plan. Subcontractors shall coordinate their responsibilities through the Construction Manager and their designated Construction IAQ Representative.

END OF SECTION 018119

**SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. OPR and BoD documentation are included by reference for information only.

## 1.2 SUMMARY

- A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.
- B. Related Sections:
  - 1. Division 23 Section "Commissioning of HVAC" for commissioning process activities for HVAC&R systems, assemblies, equipment, and components.

## 1.3 DEFINITIONS

- A. BoD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- C. CxA: Commissioning Authority.
- D. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- E. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

## 1.4 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

B. Members Appointed by Owner:

1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
2. Representatives of the facility user and operation and maintenance personnel.
3. Architect and engineering design professionals.

1.5 OWNER'S RESPONSIBILITIES

- A. Provide the OPR documentation to the CxA and Contractor for information and use.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.
- C. Provide the BoD documentation, prepared by Architect and approved by Owner, to the CxA and Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
  1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
  2. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
  3. Attend commissioning team meetings held on a bi-weekly basis.
  4. Integrate and coordinate commissioning process activities with construction schedule.
  5. Review and accept construction checklists provided by the CxA.
  6. Complete electronic construction checklists as Work is completed and provide to the Commissioning Authority on a weekly basis.
  7. Review and accept commissioning process test procedures provided by the Commissioning Authority.
  8. Complete commissioning process test procedures.

1.7 CxA'S RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Provide commissioning plan.
- C. Convene commissioning team meetings.
- D. Provide Project-specific construction checklists and commissioning process test procedures.

- E. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.
- F. Prepare and maintain the Issues Log.
- G. Prepare and maintain completed construction checklist log.
- H. Witness systems, assemblies, equipment, and component startup.
- I. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 019113