

# Conrad Schools of Science Door Renovations

Red Clay Consolidated School District



EDiS Company, Inc.



ABHA Architects



**Bid Package "B"**

**Volume I**

**April 14, 2015**

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DRWG NO.	DRAWING NAME	BID PACKS	ISSUE DATE	LATEST REV. DATE
G-101	Cover Sheet	A&B	2/16/15	4/14/15
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A-103	Second Floor Plan	A&B	2/16/15	4/14/15
A-610	Door Schedule & Entrance Stair Details	A&B	2/16/15	4/14/15
E-100	Basement Floor Plan Area A Power Electrical	B	N/A	4/14/15
E-101	Basement Floor Plan Areas B & C Power Electrical	B	N/A	4/14/15
E-110	First Floor Plan Area A Power Electrical	B	N/A	4/14/15
E-111	First Floor Plan Area B Power Electrical	B	N/A	4/14/15
E-112	First Floor Plan Area C Power Electrical/Schedule	B	N/A	4/14/15
E-120	Second Floor Plan Area A Power Electrical	B	N/A	4/14/15
E-121	Second Floor Plan Area B Power Electrical	B	N/A	4/14/15

END OF SECTION

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SECTION 001113 ADVERTISEMENT FOR BID

Receipt of Bids

Public notice is hereby given that sealed bids for the following prime contract will be received for the construction of Conrad Schools of Science Door Renovation located at Conrad School of Science, 201 Jackson Avenue, Wilmington, DE 19804. Bids will be received at the Red Clay Consolidated School District Office 1798 Limestone Rd, Wilmington, Delaware 19804 until 2:00 p.m. local time on May 6, 2015, at which time they will be publicly opened and read aloud. ***Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.*** The time and location of the bid opening may be extended with a minimum of 2 calendar days notice to the Bidders.

Contract: B-01 Electrical  
Contract: B-02 Carpentry & General Works

Bidding Document

Documents may be viewed and downloaded at EDiS' FTP site. Bidders requesting the log on information may obtain user name and password permission by contacting Jackie McKee with EDiS Company at [jmckee@ediscompany.com](mailto:jmckee@ediscompany.com) or 302-421-2962. Each contractor will be required to provide the following information prior to receiving the log on information: company name, contact name, email address, phone number, fax number and postal mailing address.

It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums. Documents may be examined on the State of Delaware Online Bid Solicitation Directory, [bids.delaware.gov](http://bids.delaware.gov), or at the office of the Construction Manager, EDIS Company, 110 S. Poplar Street, Suite 400, Wilmington, Delaware 19801; the Architect, ABHA, 1621 N. Lincoln Street, Wilmington, DE 19806; and the office of Delaware Contractors Association, 527 Christiana Stanton Road, Newark, Delaware 19713.

Bid Security

A bid security in the amount of 10% of the bid including all alternates, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: Red Clay Consolidated School District, 1502 Spruce Avenue, Wilmington, Delaware 19805.

Pre-Bid Meeting

A pre-bid meeting will be held at the Conrad Schools of Science, 201 Jackson Avenue, Wilmington, DE 19804, on April 21, 2015 at 3:30 PM local time. A site visit will be conducted immediately following the pre-bid meeting..

Questions

Please contact EDiS Company, Mark Grunza at [mgrunza@ediscompany.com](mailto:mgrunza@ediscompany.com) or 302-421-2956 with questions.

Conformance to the Delaware Architectural Accessibility Act and the standards of the

Architectural Accessibility Board is required on the Project.

Prevailing Wage Rates, as described by Delaware Law, must be adhered to where applicable.

The Red Clay Consolidated School District reserves the right to waive irregularities and to reject any and all bids.

END OF SECTION

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SECTION 002113 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 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 011100 - SUMMARY OF WORK. A Unit of Work is the smallest portion of the Project for which a separate Bid will be accepted by the Construction Manager. 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



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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 Construction Manager or Architect”, “requested by Construction Manager 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 Construction Manager’s and Architect’s responsibilities and duties as specified in General and Supplementary Conditions. In no case will “approval” by Construction Manager or 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

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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. The drawings and specifications of preceding bid packages may not be issued with the drawings and specifications of this bid package but are included by reference in the Table of Contents. Contractors bidding on work in this bid package are responsible for knowing what work has preceded this bid package and how it affects its work. In order to assist contractors in this effort, the contract documents from preceding or simultaneous bid packages will be available for review at the Construction Manager's FTP site; bids.ediscompany.com. Bidders requesting the log on information may obtain user name and password permission by contacting Jackie McKee with EDiS Company at [jmckee@ediscompany.com](mailto:jmckee@ediscompany.com). Bidding documents will be made available to qualified bidders only. Contractors are advised that no change orders will be allowed that are based on ignorance of work assigned in preceding or simultaneous bid packages.

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2. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.
  3. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect nor the Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
  4. The Owner, Architect, and the Construction Manager, 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 Construction Manager 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 Construction Manager.
2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Construction Manager 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 016200 - 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 emailed 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 on the EDis FTP site and wherever the Bidding Documents are kept available for that purpose.

2. 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 e-mail to the address furnished by the bidder for transmittal of mail.
3. 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

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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, 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 NINETY (90) 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. The Owner shall have the right to accept Alternates in any order or combination.

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 Construction Manager, 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 Construction Manager 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.
- 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

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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 shall be noted as the obligee. Owner = Red Clay Consolidated School District.
- 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 shall be noted as the



obligee. Owner = Red Clay Consolidated School District.

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 Construction Manager.
2. The performance and payment bonds shall be written in the form found in Section 00600 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 readvertised, 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

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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.

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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. 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.

11.7 PREQUALIFICATION

Not applicable.

11.8 LIQUIDATED DAMAGES

Contractors shall be held liable for liquidated damages if work is not completed prior to the completion date of each phase. Details regarding liquidated damages can be found in Specification Section 011100-6.33.

11.9 PREFERENCE FOR DELAWARE LABOR

In the construction of all public works for the State or any political subdivision thereof or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any persons, 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.

END OF SECTION

SECTION 003132 – GEOTECHNICAL DATA

1. GENERAL

1.1 Owner's Disclaimer

- A. Site Information: Data on subsurface conditions are made available in the Bidding Documents as a convenience to Bidders and the Contractor. They are not intended as representations or warrants of continuity of such conditions between soil borings. It shall be expressly understood that the Owner will not be responsible for interpretations or conclusions drawn there from by the Contractor. Additional test borings and other exploratory operations may be made by the Contractor at no additional cost to the Owner, provided such operations are acceptable to the Architect and Construction Manager.

1.2 SOIL BORING DATA

- A. Boring logs and location plans not required.

1.3 UTILITY LOCATION DATA

Contract: B-01 – Electrical

BID FORM

For Bids Due: \_\_\_\_\_ To: Red Clay Consolidated School District  
\_\_\_\_\_  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_  
(A copy of Bidder's Delaware Business License must be attached to this form.)

Phone No.: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

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

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

ALTERNATES

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

Alternate No. 1: NONE

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

UNIT PRICES: NONE

Unit Prices \_\_\_\_\_ (\$ \_\_\_\_\_)

---

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed ten percent (10%). 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 sixty (60) days (Project Manager's Note: Verify and coordinate with Section 00100 Instruction to Bidders.) 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.

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

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

---

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

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

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

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Bid Bond
- Consent of Surety
- (Others as Required by Project Manuals)

---

SUBCONTRACTOR LIST

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. <u>Electrical Installing Contractor</u>	_____	_____	_____



---

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 \_\_\_\_\_.

All the terms and conditions of Contract: B-01 – Electrical 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 \_\_\_\_\_ 20\_\_\_\_.

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

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

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

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

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

SEALED, AND DELIVERED IN THE PRESENCE OF

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

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

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

\_\_\_\_\_  
Title

Witness \_\_\_\_\_

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

\_\_\_\_\_  
Title

---

CONSENT OF SURETY

DATE \_\_\_\_\_

To: \_\_\_\_\_

Gentlemen:

We, the \_\_\_\_\_

---

(Surety Company's Address)

---

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

---

(Contractor)

---

---

(Address)

---

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

---

(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

---

Contract: B-02 – Carpentry & General Works

BID FORM

For Bids Due: \_\_\_\_\_ To: Red Clay Consolidated School District  
\_\_\_\_\_  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_  
(A copy of Bidder's Delaware Business License must be attached to this form.)

Phone No.: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

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

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

ALTERNATES

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

Alternate No. 1: Provide saw cutting and removal of existing concrete stair and replace as indicated on Drawing A610. All costs associated with demolition, removal of debris, excavation, backfill, forms, materials such as rebar, concrete, admixtures and the finishing and jointing of concrete shall be included. Additionally, all work associated with removal and re-installation of railings shall be provided in pricing for this Alternate.

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_)

UNIT PRICES:

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

	<u>Add</u>	<u>Deduct</u>
1. Price per square foot to be adjusted to Sheet Keynote 1. (VCT Repair)	_____ /sq.ft.	_____ /sq.ft.
2. Price per square foot to be adjusted to Sheet Keynote 2. (Plaster/Drywall Repair)	_____ /sq.ft.	_____ /sq.ft.
3. Price per square foot to be adjusted to Sheet Keynote 3. (Masonry Repair)	_____ /sq.ft.	_____ /sq.ft.
4. Price per square foot to be adjusted to Sheet Keynote 6. (Paint Repair)	_____ /sq.ft.	_____ /sq.ft.
5. Price per square foot to be adjusted to Sheet Key Note 7. (Paint Repair)	_____ /sq.ft.	_____ /sq.ft.

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed ten percent (10%).

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 sixty (60) days (Project Manager's Note: Verify and coordinate with Section 00100 Instruction to Bidders.) 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.

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

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

---

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

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

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

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Bid Bond
- Consent of Surety
- (Others as Required by Project Manuals)

SUBCONTRACTOR LIST

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. <u>Concrete Finishing Contractor</u> (Alternate #1 if accepted)	_____	_____	_____
2. <u>Painting Contractor</u>	_____	_____	_____
3. <u>Drywall Finishing Contractor</u>	_____	_____	_____
4. <u>Masonry Contractor</u>	_____	_____	_____
5. <u>Door Supplying Contractor</u>	_____	_____	_____
6. <u>Final Cleaning Contractor</u>	_____	_____	_____

---

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 \_\_\_\_\_.

All the terms and conditions of Contract: B-02 Carpentry & General Works 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 \_\_\_\_\_ 20\_\_\_\_.

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

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



**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

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

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

SEALED, AND DELIVERED IN THE PRESENCE OF

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

Corporate Seal	By: _____ Authorized Signature
Attest _____	_____ Title
Witness _____	_____ Name of Surety
	_____ Title

---

CONSENT OF SURETY

DATE \_\_\_\_\_

To: \_\_\_\_\_

Gentlemen:

We, the \_\_\_\_\_

---

(Surety Company's Address)

---

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

---

(Contractor)

---

---

(Address)

---

is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

---

(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

SECTION 005200 – AGREEMENT

1. SUMMARY

1.1. The Agreement Form for this Project is either the American Institute of Architects [Standard Form of Agreement between Owner and Contractor, Construction Manager as Advisor, AIA Document A132 - 2009 Edition]

1.2 A copy of AIA Document [A132 – 2009 Edition] is bound into this Project Manual following this page.

1.2.1 Under Article 5.1.4.5 add the following:

“Upon completion of the work under the Contract, the Owner may release 60% of the amount then retained. The balance of the amount retained will be held until:

- A. All reports required of the Contract are received;
- B. All Subcontractors in trades listed on the Bid Form are paid by the Contractor, unless the amount owed to the Subcontractor is disputed, in which case the Owner may withhold 150% of the amount withheld by the Contractor in its dispute with the Subcontractor; and
- C. Final payment is authorized by the Owner.”

END OF SECTION



# Document A132™ – 2009

## **Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

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

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

Red Clay Consolidated School District  
1798 Limestone Road  
Wilmington, Delaware 19804

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

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

Conrad Schools of Science Door Renovation  
201 Jackson Avenue  
Wilmington, DE 19804

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

EDiS Company  
110 S. Poplar Street, Suite 400  
Wilmington, Delaware 19801

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

ABHA Architects  
1621 N. Lincoln Street  
Wilmington, DE 19806

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.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

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 Modifications, 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, mechanics' liens 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.)*

Init.

Portion of the 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 one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

**§ 4.2 Stipulated Sum**

§ 4.2.1 The Stipulated Sum shall be (\$ ), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on 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.)

**§ 4.2.3 Unit prices, if any:**

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

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

**§ 4.2.4 Allowances included in the Stipulated Sum, if any:**

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

**§ 4.3.2 The Contractor's Fee:**

Init.

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User Notes:

(1800751190)

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed      percent (    %) of the standard rate paid at the place of the Project.

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

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

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed      percent (    %) of the standard rate paid at the place of the Project.

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

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

**§ 4.4.7 Guaranteed Maximum Price**

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$      ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would

cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
------	-----------

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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 Construction Manager not later than the day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Construction Manager receives the Application for Payment.

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

### § 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the 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 total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (

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- %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
  - .3 Subtract the aggregate of previous payments made by the Owner; and
  - .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 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 percent ( %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .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 the General Conditions.

§ 5.1.4.5 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 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

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

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

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§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 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.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 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 Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of      percent (      %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of      percent (      %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;

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- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 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 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, 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 A232-2009, 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 A232-2009.

[ ] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

### § 7.2

#### Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 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.)*

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§ 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 A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

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

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

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

§ 9.1.6 The Addenda, if any:

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

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

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

- .1 AIA Document A132™-2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
  
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232-2009 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 A232-2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

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

Red Clay Consolidated School District

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

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

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

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

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# **Additions and Deletions Report for** **AIA® Document A132™ – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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## **PAGE 1**

Red Clay Consolidated School District  
1798 Limestone Road  
Wilmington, Delaware 19804

...

Conrad Schools of Science Door Renovation  
201 Jackson Avenue  
Wilmington, DE 19804

...

EDiS Company  
110 S. Poplar Street, Suite 400  
Wilmington, Delaware 19801

...

ABHA Architects  
1621 N. Lincoln Street  
Wilmington, DE 19806

## **PAGE 11**

Red Clay Consolidated School District

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:23:13 on 02/02/2015 under Order No. 1697299329\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

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

\_\_\_\_\_  
(Dated)



SECTION 006113 – PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE AND PAYMENT BONDS

1.1 Bonds must be in the following form:

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

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**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, Red Clay Consolidated School District ("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

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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)

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**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, Red Clay Consolidated School District ("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

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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: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

SURETY

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

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

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

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

(Corporate Seal)

END OF SECTION

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SECTION 006216 – CERTIFICATE OF 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 – Red Clay Consolidated School District and EDiS Company

4. Certificate Holder – Red Clay Consolidated School District

Contractors shall note that although not a part of AIA Document A232 - 2009 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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
XX/XX/XX

<p><b>PRODUCER</b></p> <p>PRODUCER INSURANCE AGENCY PO BOX PRODUCER STREET ADDRESS PRODUCER CITY, ST PROD ZIP</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p style="text-align: center;"><b>INSURERS AFFORDING COVERAGE</b></p> <p>INSURER A: XXXXXX</p> <p>INSURED B: XXXXXX</p> <p>INSURER C: XXXXXX</p> <p>INSURER D:</p> <p>INSURER E:</p>
<p><b>INSURERD</b></p> <p style="text-align: center;">SAMPLE SUBCONTRACTOR CERTIFICATE (REQUIRED MINIMUM INSURANCE)</p>	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	DATE (MM/YY)	LIMITS																
	<p><b>GENERAL LIABILITY</b></p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GENL AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p>	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000				
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	<p><b>AUTOMOBILE LIABILITY</b></p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input checked="" type="checkbox"/> HIRED AUTOS</p> <p><input checked="" type="checkbox"/> NON-OWNED AUTOS</p>	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$								
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	<p><b>GARAGE LIABILITY</b></p> <p><input type="checkbox"/> ANY AUTO</p>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN: AUTO ONLY: EA ACC</td><td>\$</td></tr> <tr><td>AGG</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN: AUTO ONLY: EA ACC	\$	AGG	\$										
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	<p><b>EXCESS LIABILITY</b></p> <p><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE</p> <p>DEDUCTIBLE</p> <p>RETENTION \$</p>	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXX	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$		\$		\$						
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	<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p>	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td></td><td><input type="checkbox"/> OTHER</td><td>\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		<input type="checkbox"/> OTHER	\$	E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
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E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000																		
E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																		
	OTHER																				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

**Project: Conrad Schools of Science Door Renovation** – Red Clay Consolidated School District and EDiS Company shall be named as Additional Insureds under Commercial General Liability, Automobile Liability and Umbrella Liability for both ongoing and completed operations. The endorsements providing the Additional Insured status for ongoing and completed operations must be attached to the Certificate of Insurance.

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_ CANCELLATION

<p>Red Clay Consolidated School District 1502 Spruce Avenue Wilmington, DE 19805</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	---

SECTION 007200 – GENERAL CONDITIONS

1. SUMMARY

- 1.1. The General Conditions for this Project are the American Institute of Architects General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, AIA Document A232 - 2009 Edition.
- 1.2. A copy of AIA Document A232 - 2009 Edition is bound into this Project Manual following this page.

END OF SECTION





# Document A232™ – 2009

## **General Conditions of the Contract for Construction, Construction Manager as Adviser Edition**

### **for the following PROJECT:**

*(Name, and location or address)*

Conrad Schools of Science Door Renovation  
201 Jackson Avenue  
Wilmington, Delaware 19804

### **THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

EDiS Company  
110 S. Poplar Street, Suite 400  
Wilmington, Delaware 19801

### **THE OWNER:**

*(Name, legal status and address)*

Red Clay Consolidated School District  
1798 Limestone Road  
Wilmington, Delaware 19804

### **THE ARCHITECT:**

*(Name, legal status and address)*

ABHA Architects  
1621 N. Lincoln Street  
Wilmington, DE 19806

### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

Init.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

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

§ 1.1.2 **The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 **The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

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

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Transmission of Data in Digital Form

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

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

### § 2.2 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

### § 2.3 Owner's Right to Stop the Work

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

### § 2.4 Owner's Right to Carry Out the Work

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

## ARTICLE 3 CONTRACTOR

### § 3.1 General

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

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

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

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

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

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

**§ 3.3 Supervision and Construction Procedures**

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

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

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

#### § 3.4 Labor and Materials

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

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

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

#### § 3.5 Warranty

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

#### § 3.6 Taxes

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

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

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and

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Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

### § 3.9 Superintendent

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

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

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

### § 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at

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appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

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

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

#### § 3.11 Documents and Samples at the Site

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

#### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

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

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

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

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

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

### § 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

### § 3.14 Cutting and Patching

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

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

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

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

### **§ 4.1 General**

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

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

## § 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar

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required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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

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

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

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the

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Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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## ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

### § 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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

### § 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

## § 7.2 Change Orders

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

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

## § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

#### § 8.2 Progress and Completion

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

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

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

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### § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

### § 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

### § 9.3 Applications for Payment

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for

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Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques,

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sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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

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

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

### § 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction

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Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

#### § 9.9 Partial Occupancy or Use

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

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

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

#### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

### § 10.2 Safety of Persons and Property

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly

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employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

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

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

#### § 10.3 Hazardous Materials

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

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

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

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

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

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

#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Liability Insurance

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

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

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

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

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the

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Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 Owner's Liability Insurance**

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

#### **§ 11.3 Property Insurance**

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

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

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

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

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

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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

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

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

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

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

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

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**§ 11.4 Performance Bond and Payment Bond**

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

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

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 Uncovering of Work**

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

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

**§ 12.2 Correction of Work**

**§ 12.2.1 Before or After Substantial Completion**

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

**§ 12.2.2 After Substantial Completion**

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

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

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

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

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the

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Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

#### § 12.3 Acceptance of Nonconforming Work

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

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 Governing Law

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

#### § 13.2 Successors and Assigns

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

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

#### § 13.3 Written Notice

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

#### § 13.4 Rights and Remedies

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

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

#### § 13.5 Tests and Inspections

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

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(2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

#### § 13.6 Interest

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

#### § 13.7 Time Limits on Claims

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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



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

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

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

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

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

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

§ 15.1.4 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

#### § 15.1.5 Claims for Additional Time

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

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

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

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

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

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

#### § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

### § 15.4 Arbitration

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

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

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

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

### § 15.4.4 Consolidation or Joinder

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

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

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

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STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

Section 007300 SUPPLEMENTARY GENERAL CONDITIONS

**SUPPLEMENTARY GENERAL CONDITIONS A232-2009**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A232-2009. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
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13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

**ARTICLE 1: GENERAL PROVISIONS**

## 1.1 BASIC DEFINITIONS

## 1.1.1 THE CONTRACT DOCUMENTS

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

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, all documents which are part of the Bid package, including but not limited to sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

## 1.1.2 THE CONTRACT

Add the following text at the end of subparagraph (5):

“except as set forth in § 3.7.3, §5.3 and § 5.4.”

Add the following new Section: 1.10 Terms Used

“The terms “knowledge”, “recognize”, and “discover”, their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, recognizes and discovers in exercising the care, skill and diligence required by the Contract Documents. The term “reasonably inferable” and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.”

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency, missing or conflicting information between the Drawings and the Specifications, Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, or within any Contract Document not clarified by addendum, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirements. The Contractor shall submit its proposed work to Architect for review and the work shall be provided in accordance with the Architect’s interpretation. The terms and conditions of this Section 1.2.4, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents, including Sections 3.2 and 3.7.

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

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

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

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

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

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. .”

Delete Paragraph 1.5.2 in its entirety.

## **ARTICLE 2: OWNER**

### 2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the last sentence in this paragraph.

2.2.3 Add the following sentence:

“The Contractor shall at their expense contact all appropriate agencies or utilities to determine the location of all Utilities and, at their expense, shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, together with being solely responsible for any and all other claims, charges, damages, expenses, fees or liabilities arising out of any acts or omissions in failing to accurately identify said utilities.”

2.2.5 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.

2.3 Insert the following words after “repeatedly” in the second line: “or materially”.

2.4 Delete the last sentence and substitute the following new sentence:

“If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, at the Owner’s option, the excess shall be deducted from any payment thereafter due to the Contractor or shall be paid by the Contractor immediately upon demand of the Owner.”

**ARTICLE 3: CONTRACTOR**

3.1.4 Insert the word “observations” after the word “test” in the last line of the sentence.

**3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

Delete the third sentence in Paragraph 3.2.4.

3.2.1 Add the following text at the end of the existing subparagraph:

“Prior to execution of the Agreement, the Contractor and each Subcontractor has evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation: (i) the location, condition, layout and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site as it relates to the Work. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.”

**3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.3.2 Add the following text at the end of the existing sentence: “and for any damages, losses, costs, and expenses resulting from such acts or omissions.”

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 disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

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

**3.4 LABOR AND MATERIALS**

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in



preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized and are expressly waived.

- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.
- 3.4.6 The Contractor shall make reasonable efforts to only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use reasonable efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.
- 3.4.7 In case the progress of the Work is affected by any undue delay in furnishing or installing any items, materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other items, materials or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

### 3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will warrant 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 condition that conforms with the Contract Documents during the period of warranty.
- 3.5.2 Non-conforming work during the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.
- 3.5.3 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.
- 3.5.5 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturers' warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties.

### 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

- 3.7.1 Delete the second sentence and substitute the following new sentence:

“The Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner, Construction Manager and Architect with copies and/or certificates of all other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

- 3.7.3 Deleted in its entirety and replace with the following: “If the Contractor, any of its Subcontractors or any Sub-subcontractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor, any of its Subcontractors or any Sub-subcontractor shall assume appropriate responsibility for such Work and shall bear the costs, damages, losses, expenses of every kind, including reasonable attorneys’ fees, attributable to correction.”

Add the following Paragraph:

- 3.7.6 No separate inspection performed or failed to be performed by the Owner, Construction Manager or Architect hereunder shall be a waiver of any of the Contractor’s obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

### 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULE

Add the following Paragraphs:

- 3.10.5 The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor’s Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Document(s), the Contractor shall submit to Owner and Architect for their information and to the Construction Manager for its review and approval, a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as “Corrective Measures”). In that event, Contractor is required to implement Corrective Measures, then Contractor shall not be entitled to an adjustment in the Contract Sum, the Schedule or the Contract Time. The date of final completion shall not be changed without the written consent of the Owner.
- 3.10.6 The construction schedule shall be in a detailed precedence-style critical path management (“CPM”) or primavera-type format satisfactory to the Construction Manager and Architect that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are

critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates").

- 3.10.7 In the event the Construction Manager and/or Architect determine that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, implementing Corrective Measures. Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Construction Manager's right to require Corrective Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.
- 3.10.8 The Contractor shall not be entitled to an adjustment in the Contract Sum or Contract Time in connection with Extraordinary Measures required by the Construction Manager under or pursuant to this Section 3.10.
- 3.10.9 The Construction Manager may exercise the rights furnished the Construction Manager under or pursuant to this Section 3.10 as frequently as the Construction Manager deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date(s) set forth in the Contract Documents.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

- 3.17 In the second sentence of the paragraph, insert "indemnify and" between "shall" and "hold".

## ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

### 4.1 General

- 4.1.2 Insert "As required by law," at the beginning of the first sentence.

### 4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.10 and replace with the following:

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

Delete the second sentence of Paragraph 4.2.10 and replace with the following:

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

Add the following to Paragraph 4.2.16:

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

Add to Paragraph 4.2.19 "and in compliance with all applicable codes, regulations and ordinances." to the end of the sentence.

## **ARTICLE 5: SUBCONTRACTORS**

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

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

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

Add the following new Paragraph:

5.2.5 Upon written request, the Contractor shall provide to the Owner and Construction Manager an executed copy of all subcontracts, purchase orders and other agreements relating to the Work.

### **5.3 SUBCONTRACTOR RELATIONS**

Add the following new Paragraphs:

5.3.1 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract. Each subcontract shall contain a contingent assignment of the subcontract to the Owner consistent with Section 5.4

5.3.2 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Owner of any and all liability to be covered by insurance.

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

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

Delete Paragraph 6.1.3 in its entirety and replace with the following:

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

## 6.2 MUTUAL RESPONSIBILITY

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

## ARTICLE 7: CHANGES IN THE WORK

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

7.1.3 Insert the following sentence at the end of the existing sentence: “Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order.”

Add the following new Paragraphs:

7.1.4 A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim therefor unless it shall, prior to complying with same and in no event later than ten (10) working days from the date such direction or order was given, submit to the Owner, Construction Manager and Architect for the Architect’s and Construction Manager’s evaluation and Owner’s approval of its change proposal.

7.1.5 When submitting any proposal for Changes in the Work, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved for the estimated impact on the construction schedule. If request, the Contractor shall furnish spreadsheets of any Subcontractors.

## 7.2 CHANGE ORDERS

Add the following new Paragraph 7.2.1 – Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule, including the Contract Time.

## ARTICLE 8: TIME

### 8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to

bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

### 8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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

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

Add the following Paragraph:

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

8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

## ARTICLE 9: PAYMENTS AND COMPLETION

### 9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

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

### 9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

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

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

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.
- .11 reasonable evidence that the Work has not progressed as indicated on the Application for Payment; or
- .12 otherwise is responsible for a substantial and material breach of a provision of the Contract Documents.

Add the following Paragraph:

9.5.4 If the Contractor disputes any determination by the Construction Manager or the Architect made in accordance with the foregoing with regard to any Certificate of Payment, the Contractor nevertheless shall expeditiously continue to prosecute the Work.

## 9.6 PROGRESS PAYMENTS

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

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

Add the following Paragraph:

9.6.2.1 Notwithstanding anything in Section 9.6.2 to the contrary, in the event the Construction Manager has reasonable cause to believe a Subcontractor is not being paid by the Contractor, the Construction Manager may elect to make any payment requested by the Contractor on behalf of a Subcontractor of any tier jointly payable to the Contractor and such Subcontractor, provided that in the event the Contractor disputes the sum due to the Subcontractor, Construction Manager shall only pay the sum not disputed by the Contractor, provided that the Contractor provides satisfactory assurance such as a bond to Owner with respect to payment of the disputed sum. The Contractor and such Subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a Subcontractor of any tier, (ii) obligations from the Owner to such Subcontractor, or (iii) rights in such Subcontractor against the Owner.

## 9.7 FAILURE OF PAYMENT

In first sentence, strike the first reference to "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity" and add the following at the end of the Paragraph: "Notwithstanding the preceding sentence, the Contractor shall not stop the Work during the pendency of a bona fide dispute between the Owner and the Contractor, provided any sums in dispute claimed by the Contractor are placed in escrow

and Owner agrees to pay said disputed sum in accordance with the resolution of the dispute.

Add the following Paragraph:

9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

#### 9.8 SUBSTANTIAL COMPLETION

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

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

#### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

#### 10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

#### 10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.



**ARTICLE 11: INSURANCE AND BONDS**

## 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

Add the following Paragraph:

11.1.5 If the Contractor fails to purchase or maintain or require to be purchased or maintained the liability insurance specified in the Contract Documents, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefor by Contractor in the manner set forth in Section 2.4 and/or as provided in Section 9.7.2, at Owner's election.

## 11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

## 11.3 PROPERTY INSURANCE

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

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

## 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

Add the following new Paragraph:

11.4.3 If any Surety hereunder makes any assignment for the benefit of creditors, or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition in bankruptcy, or in the reasonable opinion of the Owner is insolvent, the Contractor shall immediately furnish and maintain another Surety in accordance with the provisions of this Section 11.4 satisfactory to the Owner.

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

## 12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2 Add the following sentence at the end of the existing paragraph:

If prior to the date of Substantial Completion, the Contractor, a subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

Add the following Paragraph:

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

### ARTICLE 13: MISCELLANEOUS PROVISIONS

#### 13.1 GOVERNING LAW

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

Insert “except that, if the parties have selected arbitration as the method of dispute resolution, the Delaware Arbitration Act, 10 Del. C. §5701, shall govern Section 15.4.”

#### 13.6 INTEREST

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

#### 13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

#### 13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

Add the following Paragraph:

- 13.9 “GENERAL PROVISIONS – All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, Sections and Sections are for convenience only and neither limit nor amplify the provisions of this Contract in itself. The use herein of the word “including”, when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as “without limitation”, or “but not limited to”, or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other

items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a subcontractor of any tier under the Contract Documents or the applicable subcontract.

Contractor makes the following representations:

1. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, local conditions, and with Federal, State and Local Laws, ordinances, rules and regulations that may in any manner effect costs, progress or performance of the Work.
2. Contractor has made examinations, investigations, tests and studies at the project site, as he deems necessary for the performance of the Work at the Contract Price and within the Contract Time. Contractor has correlated the results of all such observations, examinations, tests, reports and data with the terms and conditions of the other Contract Documents.
3. Contractor has given the Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Architect is acceptable to the Contractor."

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

Add the following additional Paragraphs to 14.1.1:

- .5 disregards the instruction of the Construction Manager or Architect when such instructions are based on the requirements of the Contract Documents.
- .6 fails to furnish the Owner and Construction Manager with assurances satisfactory to the Owner and Construction Manager evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.
- .7 fails or neglects to progress work in such a manner to reasonably assure completion of the Work within the Contract Time or in accordance with the Construction Schedule.

- .8 purposefully engages in a strike or work stoppage, or is in any way responsible for hindering or delaying the work of other trades, or ceases to work due to picketing or labor disputes of any kind.

#### 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

### **ARTICLE 15: CLAIMS AND DISPUTES**

#### 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 and its subparagraphs in their entirety.

#### 15.2 INITIAL DECISION

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

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

#### 15.3 MEDIATION

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

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

#### 15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

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SECTION 007343 – WAGE RATE REQUIREMENTS

1. SUMMARY

- 1.1. 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.
- 1.2 This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- 1.3 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.
- 1.4 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, the Architect, and the Construction Manager, 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.
- 1.5 "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."
  - 1.5.1 A Payroll Report, available from the Department of Labor is to be used to provide this information.
- 1.6 A copy of the Prevailing Wages for the project is attached hereto.

END OF SECTION

Red Clay Consolidated School District  
Capital Improvements  
Bid Pack B  
April 14, 2015

Conrad Schools of Science Door Renovation  
Project No. 1426



225 CORPORATE BLVD.  
SUITE 104  
Newark, DE 19702

Telephone (302) 451-3423  
Fax (302) 368-6604

## Division of Industrial Affairs Office of Labor Law Enforcement

### *FACSIMILE TRANSMITTAL SHEET*

DATE: 04/07/2015  
FAX NO: (302) 421-5715  
NO. OF PAGES: 3

TO: Mr. Mark Grunza  
Edis Company  
110 South Poplar St  
Wilmington, DE 19801

Re: Conrad Schools of Science Bid Pac "B", New Castle County, DE

FROM: David G. Burns, Labor Law Enforcement Officer I

***This facsimile is intended for the use of the addresses named herein CONTAINS PRIVILEGED and CONFIDENTIAL information.***

COMMENTS

CERTIFIED RATES



STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
225 Corporate Boulevard, Suite 104  
Newark, Delaware 19702

TELEPHONE (302) 761-8200  
(302) 451-3423  
Fax (302) 368-6604

**Via Facsimile and Regular Mail**

April 7, 2015

Mr. Mark Grunza  
Edis Company  
110 South Poplar St  
Wilmington, DE 19801

Re: Conrad Schools of Science Bid Pac "B", New Castle County, DE

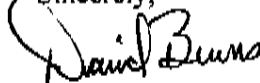
Dear Mr. Grunza:

I am responding to your request for a category determination for the Conrad Schools of Science Bid Pac "B", which is a state funded construction project located in New Castle County, DE. The work consists of domestic piping systems, door replacement, and electrical work to all mechanical units and miscellaneous finish patching at mechanical units.. You estimate the total cost of construction for this project to be \$195,000.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 13, 2015, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3406.

Sincerely,  


David Burns  
Labor Law Enforcement Officer  
David.Burns@state.de.us

Enclosure

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

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

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	39.67	33.22	48.83
BRICKLAYERS	49.39	49.39	49.39
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	69.27	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	63.60	63.60	37.29
ELEVATOR CONSTRUCTORS	80.31	40.93	30.55
GLAZIERS	67.35	67.35	20.15
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	60.12
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	47.47	65.23	51.80
PAINTERS	43.04	44.94	44.94
PILEDRIVERS	71.17	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	62.20	36.66	54.49
POWER EQUIPMENT OPERATORS	43.88	58.31	24.13
ROOFERS-COMPOSITION	21.82	20.45	17.63
ROOFERS-SHINGLE/SLATE/TILE	17.59	13.72	14.10
SHEET METAL WORKERS	47.05	64.16	64.16
SOFT FLOOR LAYERS	48.57	48.57	48.57
SPRINKLER FITTERS	53.52	53.52	53.52
TERRAZZO/MARBLE/TILE FNRS	54.11	52.50	45.45
TERRAZZO/MARBLE/TILE STRS	62.13	60.28	52.63
TRUCK DRIVERS	24.43	26.64	20.03

CERTIFIED: 4/7/15

BY: 

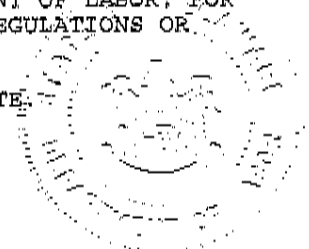
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**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: Conrad Schools of Science Bid Pac B, New Castle County





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SECTION 101100 - SUMMARY OF WORK

1. RELATED DOCUMENTS

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

2. CONTRACTS

- A. The work will be performed under separate prime contracts managed by the Construction Manager.

3. ALTERATIONS & COORDINATION

- A. Contractor shall be responsible to coordinate their work with the work of others, including, but not limited to, the preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of activity, through project close-out and warranty periods.

4. KNOWLEDGE OF CONTRACT REQUIREMENTS

- A. The Contractor and his Subcontractors, Sub-subcontractors and material men shall consult in detail the Contract Documents for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.
- B. The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and material men of all existing conditions affecting the execution of the Work.
- C. The Contractor will be held to have examined the Contract Documents and modifications thereto, as they may affect subdivisions of the Work and informed himself, his Subcontractors, Sub-subcontractors and material men of all conditions thereof affecting the execution of the Work.
- D. The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended, without any gaps between the various subdivisions of work.
- E. The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the area of the Project including, but not limited to, Unions, incentive pay,

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procurements, living, parking and commuting conditions and to have informed his Subcontractors and Sub-subcontractors thereof.

5. CONTRACT DOCUMENTS INFORMATION

- A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Construction Manager immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.
- B. The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.
- C. Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large scale drawings.
- D. The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic/descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The methods used for specifying one unit of work has no bearing on requirements for another unit of work.
- E. Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.
- F. Whenever a material, article or piece of equipment is specified by reference to a governmental, trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.
- G. In addition to the requirements of the Contract Documents, Contractor's work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.
- H. Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is

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intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.

- I. Reference standards referenced directly in Contract Documents or by governing regulations have precedence over non-reference standards which are recognized in industry for applicability of work.
- J. Contractor's bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.

6. SCOPE OF WORK/GENERAL INFORMATION

- A. A Scope of Work for each contract to be awarded on the project follows in this section. When a Contract has been awarded to a Contractor, the successful Contractor will be listed after the title of the Contract. When no Contract has yet been awarded, no Contractor's name will be listed. Previous Scopes of Work include addendum changes.
- B. Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.
- C. The Construction Manager will provide onsite a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.
- D. A dumpster will be provided on site for free use by Contractors to dispose of non-hazardous, common, work-related refuse. Clean-up is the responsibility of each Contractor. Clean up shall be performed on a daily basis. Contractors not complying will be advised in writing and back charged for all costs associated with the cleanup of their work.
- E. Contractors are reminded that there are limited storage areas available on site. Offsite storage will be the responsibility of each individual Contractor.
- F. Office trailer permits off site will be the responsibility of each individual Contractor. On site Contractor's field offices, one (1) per Contractor, if required, will be located as

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directed by the Construction Manager.

- G. Contractor will be prepared to discuss and submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule or as directed by the Construction Manager. Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.
- H. All bids must include insurance limits in accordance with Article 11 of the Section 007300 SUPPLEMENTARY CONDITIONS.
- I. Hoisting, scaffolding and material handling is the responsibility of each Contractor, unless otherwise noted.
- J. Contractor will be responsible for layout of its own work. The Construction Manager will provide benchmark and layout of the building line.
- K. Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an overtime basis and backcharge the Contractor responsible.
- L. Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.
- M. The Construction Manager will provide testing services for soil, concrete and steel. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 004500 - QUALITY CONTROL.
- N. Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.
- O. Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.
- P. Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will

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be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.

- Q. Contractor shall submit a schedule of values to the Construction Manager prior to the submission of their first invoice for approval on AIA G702/CMA, Application for Payment and G703, Continuation Sheet.
- R. Contractor is expected to review and coordinate its Work with the complete set of Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.
- S. Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.
- T. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- U. Contractor shall absorb, without additional compensation, any and all costs of working beyond normal hours to maintain job progress in accordance with the current construction schedule.
- V. No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal regulations.
- W. Daily cleanup of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Contractor will be individually back charged by the Construction Manager for cleanup not satisfactorily performed by the Contractor.
- X. In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal with the Owner.
- Y. This project is to be constructed adjacent to and in existing buildings. Contractor shall exercise all due precautions to minimize noise, air pollution and any other construction hazards which in any way would cause discomfort or danger to the occupants of the existing building in the area.
- Z. Existing mechanical, electrical, plumbing, sprinkler, medical gas, fire alarm, etc. systems will be shut off and locked out by the Owner as required by the Work. Tie-in's and

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modifications to those systems will be performed by the specific Contractor associated with the work as indicated in the Contract Documents. Re-energizing and re-startup of all systems should be performed by the Owner.

- AA. 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.
- AB. Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.
- AC. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
- AD. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, Construction Manager may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.
- AE. Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar work days to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.
- AF. Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.

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CONTRACT NO. B-01- ELECTRICAL

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 260000	General Provisions
Section 260055	Electrical Identification
Section 260110	Raceways
Section 260120	Wires & Cables
Section 260135	Electrical Boxes & Fittings
Section 260140	Wiring Devices
Section 260155	Motor Starters
Section 260160	Panelboards
Section 260170	Motor and Circuit Disconnects
Section 260180	Overcurrent Protective Devices
Section 260190	Supporting Devices
Section 260472	Branch Circuits

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide a complete electrical system as indicated on the drawings, schedules and in the specifications.
2. Division 15 of the specifications should be reviewed as it relates to the power wiring and other requirements for HVAC equipment including the coordination of furnishing and installing motor starters and controllers as detailed in the Specifications and on the Drawings.
3. Provide disconnection and reinstallation of power to water cooler as indicated.
4. Temporary electric installation, maintenance and removal. Refer to Division 1, Specification Section 015113 - TEMPORARY ELECTRIC, for specific scope.
5. Provide rough in and final connection and related work for equipment provided under Bid Pac "A" (HVAC) and this contract. Reference Bid Pac "A" documents if necessary.
6. Provide permits and inspections.

- 
7. Provide penetrations through walls, floors, etc. including cutting, patching and fire safing.
  8. Provide testing.
  9. Provide daily lean up, including removal of all debris and broom sweeping of all area daily.
  10. Provide all guarantees and warranties to begin at the substantial completion of the project. Maintain equipment prior to substantial completion.
  11. Provide hoisting, rigging and scaffolding.
  12. Provide as-built drawings.
  13. Provide rough-in and final connection and related work for equipment provided under other contracts.
  14. Provide all replacement, manufacture new panel guts or modify to panels as indicated. Contractor shall pay particular attention to the surface or recessed panels that need to be modified based on Electrical Panels. All equipment shall be Square D where indicated.
  15. Provide multiple mobilizations in base bid to include the removal and reenergizing of power to units as indicated on the construction schedule.
  16. Provide new circuits and disconnects where indicated.
  17. Provide cord reels as indicated.
  18. Provide weatherproof components where indicated.
  19. Provide an allowance of \$5,000 in base bid to provide all labor, materials and equipment for use by construction manager.



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CONTRACT NO. B-02 – CARPENTRY & GENERAL WORKS

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 02 4100	Demolition
Section 03 3000	Cast-In-Place Concrete (Alternate #1 Only)
Section 06 1000	Rough Carpentry
Section 06 2000	Finish Carpentry
Section 07 9005	Joint Sealants
Section 08 1113	Hollow Metal Doors and Frames
Section 08 7102	Door Hardware
Section 08 8000	Glazing
Section 09 2116	Gypsum Board Assemblies
Section 09 2300	Gypsum Plastering
Section 09 3000	Tiling
Section 09 5100	Acoustical Ceilings
Section 09 6500	Resilient Flooring
Section 09 9001	Paints and Coatings

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide all work associated with Carpentry & General Works.
2. Provide all doors, frames & hardware as indicated. Doors, frames and hardware shall consist of the following work:
  - a. Provide and coordinate all locks and security access requirements.
  - b. Provide painting of doors and wood trim as indicated.
  - c. Provide demolition costs to remove and dispose of existing doors, frames and hardware.
  - d. Provide glass and glazing at doors where indicated.
  - e. Provide wood trim at jambs and head details.
  - f. Provide caulking at door jambs as indicated.
  - g. Provide all elements as described on Door Schedule-General Notes, details defined on A-610, as well as specification sections, 08 1113, 07 7102 & 08 8000.
3. Provide demolition of existing masonry curb and repair/patch at water cooler indicated on E3/A102.

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4. A site visit and site examination, while highly recommended, is not mandatory in the preparation of this bid.
  5. Provide and maintain perimeter fall protection to all excavated areas as per OSHA.
  6. Equipment bases and foundations shall be the responsibility of the Contractor providing the equipment.
  7. No blocking for any mechanical installations shall be included in the cost of this work.
  8. Provide all costs associated with Sheet Key Notes 1, 2, 3, 6 & 7 in base bid as indicated on Architectural drawings. Base bid shall include all labor, materials and equipment needed to complete this work. Unit pricing must be provided on bid form for any additions or deletions at the specified quantities at these locations.
  9. Provide all costs associated with installation of (10) fire extinguishers on site as directed by EDiS. The extinguishers shall be 10lb extinguishers and be capable of A, B & C ratings)
  10. Provide final cleaning for construction cleanup throughout school. Final cleaning shall consist of all rooms that have construction activities. Final cleaning shall include the following work :
    - a. Clean all window units, interior and exterior in all rooms that have construction activities identified to occur during the project.
    - b. Prior to cleaning and polishing any surfaces this Contractor shall confirm the cleaning requirements from the manufacturer's literature provided for each separate surface. All cleaning should conform to these requirements.
    - c. Clean interior door glass, vestibules, and entrance doors.
    - d. Clean and polish the following areas in all rooms that have construction activities identified to occur during the project. :
      - Casework and cabinets - interior of units and exterior of units, complete
      - Countertops
      - Soffits
      - All woodwork, i.e., railings, baseboards, doors, etc.
      - Vinyl base
      - Wall protection system
      - Ceramic tile walls
      - Miscellaneous metals
      - Window frames
      - Metal lockers
    - e. Vacuum all floor areas, i.e., carpet, vinyl floor, ceramic tile, epoxy floor, seamless floors, etc.
    - f. Wet mop/clean and polish vinyl floors, epoxy flooring, seamless floors, per attached manufacturer's recommendations.
    - g. Clean and polish all plumbing fixtures, i.e., sinks, showers, tubs, toilets, etc.



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SECTION 012100 - ALLOWANCES

1. RELATED DOCUMENTS

- 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 Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- 1.4 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.
- 1.5 Include in the Contract Sum all lump sum and unit cost allowances stated in the Contract Documents.
- 1.6 Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- 1.7 Designate in the Schedule of Values the quantities of materials required under each unit cost allowance.

2. ALLOWANCES FOR PRODUCTS

- 2.1 The amount of each allowance includes:
  - A. The cost of the product or labor to the Contractor or Subcontractor, less any applicable trade discounts.
  - B. Delivery to the site.
  - C. Labor required under the allowance, only when labor is specified to be included in the allowance. If labor is not specified to be included in the allowance, it shall be included in the Contractor's bid and in the resulting Contract Sum.
  - D. Applicable taxes.

- 
- E. Profit and overhead.
- 2.2 In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs for:
- A. Handling at the site; including unloading, uncrating and storage.
  - B. Protection from the elements and from damage.
  - C. Labor for installation and finishing, except where labor is specified to be a part of the allowance.
  - D. Other expenses required to complete the installation.
  - E. Contractor's and Subcontractor's overhead and profit.
- 2.3 Refer to Scope Information Sheets under Section 011100 - SUMMARY OF WORK for the amount of each lump sum allowance and for work specified in the specification sections listed below.
- A. Contract No B-01 – Electrical
    - a. Provide an allowance of \$5,000 in base bid to provide all labor, materials and equipment for use by construction manager.
  - B. Contract No B-02 – Carpentry & General Works
    - a. Provide an allowance of \$5,000 in base bid to provide all labor, equipment and material costs to remove, and replace existing ceiling tiles as directed by Construction Manager
    - b. This Contractor to allow 80 man hours and all required paint materials for these man hours to be used as directed by the Construction Manager.
3. ADJUSTMENT OF COSTS
- 3.1 Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order.
- A. For products and labor specified under a unit cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.
- 3.2 At Contract closeout, reflect all approved changes in Contract amounts in the final statement of accounting.

END OF SECTION

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SECTION 012200 - UNIT PRICES

1. GENERAL PROVISIONS

- 1.1 The general provision 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 Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contract, provisions of this Section apply to each contract being bid.

2. BASE BID

- 2.1 The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Unit Prices specified herein.
- 2.2 The Base Bid shall include all work in any Subtractive Unit Prices specified herein.

3. UNIT PRICES

- 3.1 State in the Bid Form the amount to be added to (or subtracted from) the Base Bid per unit of measurement for each Unit Price specified. State this amount to include all overhead and profit. No surcharge in addition to the Unit Price listed will be permitted.
- 3.2 See Section 002113, INSTRUCTIONS TO BIDDERS for related information.
- 3.3 For description of Unit Prices requested, refer to the specification. The method of stating the Unit Prices is described in the Bid Form.
- 3.4 Where both add and deduct unit prices are requested, there shall not be more than a 15% variation between the two.

4. APPLICATION OF UNIT PRICES

- 4.1 Unit prices stated in the Bid Form will apply from the time the Bid is submitted until Contract completion.

5. MEASUREMENT OF QUANTITIES

5.1 Quantities shall be determined by field measurement by contractor personnel and as verified by the Construction Manager.

5.2 At the Contractor's option, and at his expense, measurement may be made by a registered surveyor.

6. LIST AND DESCRIPTION OF UNIT PRICES

	<u>Add</u>	<u>Deduct</u>
1. Price per square foot to be adjusted to Sheet Keynote 1. (VCT Repair)	_____ /sq.ft.	_____ /sq.ft.
2. Price per square foot to be adjusted to Sheet Keynote 2. (Plaster/Drywall)	_____ /sq.ft.	_____ /sq.ft.
3. Price per square foot to be adjusted to Sheet Keynote 3. (Masonry Repair)	_____ /sq.ft.	_____ /sq.ft.
4. Price per square foot to be adjusted to Sheet Keynote 6. (Paint Repair)	_____ /sq.ft.	_____ /sq.ft.
5. Price per square foot to be adjusted to Sheet Key Note 7. (Paint Repair)	_____ /sq.ft.	_____ /sq.ft.

END OF SECTION

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SECTION 012300 - ALTERNATES

1. GENERAL PROVISIONS

- 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 Refer to provisions in AIA Document A232 – 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. BASE BID

- 2.1 The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Alternates specified herein.
- 2.2 The Base Bid shall include all work in any Subtractive Alternates specified herein.

3. ALTERNATES

- 3.1 State in the Bid Form the amount to be added to the Base Bid for each Alternate specified.
- 3.2 See Section 002113 - INSTRUCTIONS TO BIDDERS for related information.
- 3.3 The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other sections and as shown on drawings.

Alternate No. 1:

Carpentry & General Works Contractor Only:  
Provide saw cutting and removal of existing concrete stair and replace as indicated on Drawing A610 and as indicated in Carpentry & General Works Scope of Work.

END OF SECTION



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SECTION 012600 - CHANGE ORDER PROCEDURES

1. GENERAL:

- 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 Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 The Construction Manager is responsible for processing all change orders. Each request will be assigned a change order request (COR) number. The Change Order Request & Execution Form will be initiated via the web-based project management system (Building Blok) used by the CM.
- 1.4 It is to be clearly understood that no extra work shall commence without an approved written and executed change order from the Owner.

2. INITIATING A CHANGE ORDER:

- 2.1 Specific changes initiated by the Owner, Architect, Construction Manager (CM) or Contractor will be processed as follows:
  - A. The Owner will authorize the Architect to prepare sufficient documents to establish an accurate price. These documents to be forwarded to the Construction Manager and Owner “for pricing only, not authorized for construction.” The Construction Manager will develop the estimate (within 2 weeks) showing a breakdown by trades with all trade contractor quotes. The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Construction Manager will prepare formal change orders to the various trade contractors involved in the change and reference in all formal change orders the original change order request number.
  - B. Field Change: Contractor shall immediately notify the Construction Manager of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Construction Manager will make every effort in estimating the field change. If the Owner and Construction Manager agree that certain field changes should be handled on a time and material basis, the Construction Manager will closely monitor the Contractor's labor and material affecting this change. At the completion of the work a formal change order will be issued.
  - C. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Construction Manager and Architect will research the validity of the request, verify quantities and pricing and submit to the Owner for approval on a

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change order request.

2.2 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor, Construction Manager and the Architect.

3. PROCESSING A CHANGE ORDER:

3.1 The Contractor will fill in the Change Order Request & Execution Form (COREF) with a brief description of the change, any time extension, and cost changes.

3.2 The Contractor will attach to the COREF copies of the written quotations from the trade contractors, Contractors, and suppliers. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the COREF. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are attached.

3.3 In all cases, this cost or credit shall be based on the "DPE" wages required and the "invoice price" of the materials/equipment needed.

3.4 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, FICA, and unemployment insurance.

A. "Fringe Benefit" is any medical, life or disability insurance, paid time off, etc.

B. "Worker's Compensation" is the insurance required for injuries including medical leave, etc.

C. "FICA" is the costs association with Social Security and Medicare insurance.

D. "Unemployment insurance" is the cost associated with the governmental assessment for employee's unemployment benefits.

3.5 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor (or Subcontractor) to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity.

3.6 In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 012613, Contractor Compensation.

3.7 Building Blok Procedures: The Contractor will submit all change order requests and supporting documentation via the Building Blok web-based project management system. Each Contractor will be issued a unique login and password. Each contractor must submit the information as follows:

- A. Create a new change order, from your "To-Do List" by clicking on the "Create Issue" tab in the upper right corner and select "Change Order Request".
- B. The Contractor will enter a brief description of the change in the "Summary" block. A detailed description of the change will be entered in the "Description of Change" block, to include any changes to documents or time extension. The cost of the change will be entered in the "Total Cost Change" block.
- C. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the request. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are included behind this section. In addition to these forms, the Contractor also must attach any material and equipment rental quotations. All of these documents should be scanned and saved as a PDF file. Click on the "Browse" box to upload the file. Be sure to wait until Building Blok tells you the file was "Uploaded Successfully".
- D. Once the information is entered on the form and the proper attachments are uploaded, the contractor will click "Save". The Contractor will be prompted to enter their password to approve an electronic signature. Once you save the request you will have an opportunity to check it before submitting it to the CM. After you verify the COREF is correct click "Recommend Approval" to submit the change request to the CM. The Contractor will then be prompted to re-enter the password to approve an electronic signature and complete the submission request. Click on "Home" in the upper left corner to make sure the change order does not appear on your To-Do List.
- E. The Change Order Request will then be reviewed by the CM Project Manager and Recommended for Approval, Rejected, or returned to the Contractor for additional information. Once the Construction Manager, Owner, and Architect have approved the request all parties will receive an email from Building Blok notifying them that a fully executed Change Order and Contract Recalculation Form can be downloaded from Building Blok. Hard copies of the executed change order and recalculation form will not be provided by the CM.

It is to be clearly stated that no extra work shall commence without an approval from the **Owner or Construction Manager** or Owner's representative.

END OF SECTION



**CHANGE ORDER REQUEST & EXECUTION FORM**

110 South Poplar Street  
 Suite 400  
 Wilmington, DE 19801

Tel. 302-421-5700  
 Fax 302-421-5715

DATE: PROJECT NAME: Conrad Schools of Science  
 CONTRACT: REQUEST NUMBER:  
 CONTRACTOR: CHANGE ORDER NUMBER:  
 STATE PO NUMBER:

The following is a summary of the request submitted by the contractor as described above. All supporting documents have been attached and described herewith. This summary shall contain a total amount of compensation requested by the contractor as well as any request for an extension in contract time. It shall be understood that the amounts described below shall remain valid for a period of sixty days from the date described above unless otherwise stated.

A detailed breakdown of Labor, material, equipment, and subcontract costs must be attached to be considered for review.

1. Summary Description(s):
2. Changes to the Contract Drawings:
3. Changes to the Project Manual:
4. Total Cost Change:
5. Total Time Change:

<b>REVIEWED</b>	
This request has been reviewed and ___approval___disapproval is recommended by:	
Name	Title
Date	
<b>APPROVED</b>	
This change order request is not approved until executed by all parties bound by a contractual relationship. Upon execution it shall represent a modification to the agreement and is subject to all terms and conditions of the contract documents.	
Contractor: Signed By: Title: Date:	Architect: Signed By: Title: Date:
EDiS Company Signed By: Title: Date:	Owner: Signed By: Title: Date:



**CHANGE ORDER DETAIL FORM**  
 (Provided by contractor, subcontractor or sub tier contractor)

**DATE SUBMITTED:**

**CONTRACT:**

**CONTRACTOR:**

**PROJECT NAME:** Conrad Schools of Science

**CHANGE ORDER REQUEST #:**

<b>LABOR SECTION</b>			
<b>TRADESMAN(s):</b>	<b>LABOR HOURS</b>	<b>RATE (per schedule)</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>MATERIAL SECTION</b>			
<b>MATERIAL:</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>EQUIPMENT SECTION</b>			
<b>EQUIPMENT:</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>SUBTOTAL</b>	
<b>SUBCONTRACTOR/ SUB TIER*</b>	
<b>OH &amp; PROFIT (7.5% on sub/sub tier only)</b>	
<b>BOND COST</b>	
<b>OH &amp; PROFIT (15% on own work)</b>	
<b>GRAND TOTAL</b>	





## LABOR DETAIL FORM

(Provided by contractor, subcontractor, or sub-tier contractor)

**DATE:**

**CONTRACT:**

**CONTRACTOR:**

**PROJECT NAME: Conrad Schools of Science Door Renovation**

**CHANGE ORDER REQUEST #:**

<b>CLASSIFICATION:</b>			
Base Wage Rate:			
Health Insurance			
Holidays			
Sick Days			
Life Insurance			
Disability Insurance			
Dental Insurance			
Company Vehicle			
401K			
Education			
Other ( <i>specify below</i> )			
<b>Subtotal</b>			
<b>Posted Prevailing Rate</b>			
FICA (Social Security & Medicare)			
SUTA (State Unemployment)			
FUTA (Federal Unemployment)			
General Liability Insurance			
Worker's Compensation			
<b>Total Wage Rate</b>			

3/2012

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SECTION 012613 - CONTRACTOR COMPENSATION

1. GENERAL

- 1.1 The Contractor agrees to perform any additional Work, for the net cost of materials and labor (including wages paid, payroll taxes, and all insurance) plus the following percentage for all of his overhead and profit, which includes Field Supervision:

The percentages to be added or allowed for any Work change involving both added Work and omitted Work shall be applied only to the net difference in cost.

- (a) 15% mark-up (10% overhead and 5% profit) by the Contractor on Work performed by his own forces.
  - (b) For work done by a Subcontractor, 10% for subcontractor overhead and 5% for subcontractor profit to which the Contractor may add 7.5% for his overhead and profit combined.
  - (c) Contractor mark-up shall include supervision, home and field overhead, all self-owned small tools and equipment.
- 1.2 When the Contractor is directed to perform overtime work at the CM (Owner) expense to accelerate contractual work, the cost for same shall only be the actual premium costs incurred by the Contractor.

END OF SECTION



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SECTION 012900 - PAYMENT PROCEDURES

1. GENERAL PROVISIONS

- 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 Refer to provisions in AIA Document A232 - 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. REQUIREMENTS INCLUDED

- 2.1 Submit Applications for Payment to Construction Manager in accordance with the schedule and procedures established in the Contract Documents.

3. RELATED REQUIREMENTS

- 3.1 Owner-Contractor Agreement.
- 3.2 Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.
- 3.3 Section 01 31 13: Project Coordination Meetings
- 3.4 Section 01 33 00: Submittal Procedures
- 3.5 Section 01 77 00: Closeout Procedures

4. FORMAT AND DATA REQUIRED

- 4.1 Submit itemized applications typed on AIA Document G702/CMA, Application and Certificate for Payment, and Continuation Sheet G703, examples of which will be furnished to the Contractor at the Pre-Construction meeting.
- 4.2 Provide itemized data on Continuation Sheet:
  1. Format, schedules, line items and values: Duplicates of those of the schedule of values previously accepted by the Construction Manager.

5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

5.1 Form: AIA Document G702/CMA

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.

5.2 Continuation Sheets:

1. Line items of components of Work will be subject to Owner's review and approval under the Provisions of Section 013300 - SUBMITTALS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted at the start of the job.
2. Fill in total list of all scheduled components of Work, with item number and scheduled dollar value for each item. Fill in values of work completed in the period.
3. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored; round off values to nearest dollar.
4. List each Change Order executed prior to date of submission, at the end of the Continuation Sheets; list by Change Order Number, and description, as for an original component item of work.
5. Contractor is to include a line item for "Closeout Documents" equaling 3.5% of their contract value.

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

- 6.1 Fill in Application form as specified in progress payments.

7. SUBMITTAL PROCEDURES

7.1 Complete Invoice:

1. Submit completed Application to the Construction Manager by the date stipulated in the Project Manual.

- 7.2 Number: Submit 3 copies of each invoice.

END OF SECTION

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SECTION 013113 - PROJECT COORDINATION MEETING

1. PROJECT COORDINATION MEETING

1.1 An on-site project coordination meeting will be held on a biweekly basis throughout the project construction period.

2. ATTENDANCE

2.1 Attendance at the project coordination meeting is mandatory of each Contractor or major supplier on the project.

2.2 The representative of the Contractor shall be the Project Manager and field superintendent, unless a substitute representative has been approved by the Construction Manager.

2.3 Contractor will begin attending the Project Coordination Meetings at least 4 weeks prior to mobilization on site, and will continue until the Contractor has fulfilled the obligations of his Contract.

3. AGENDA

3.1 The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.

3.2 At a minimum, the Contractor shall be prepared to discuss the following:

1. Actual vs. as planned progress for the prior two week period.
2. Planned construction activities for the next four weeks.
3. Contract document clarifications.
4. Coordination items with other contractors.
5. Quality Control.
6. Recently issued change orders.
7. Potential change orders.
8. Submittals and shop drawings.
9. Other items requiring Construction Manager's attention.

END OF SECTION

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SECTION 013119 – PRE-INSTALLATION MEETINGS

1. PRE-INSTALLATION MEETINGS

1.1 An on-site pre-installation meeting will be held at least two weeks prior to commencement of installation of work.

2. ATTENDANCE

2.1 Attendance at the pre-installation meeting is mandatory of each Contractor and/or major supplier as required for each specific meeting listed below.

2.2 The following individuals shall attend these meetings:

- Contractors' Project Manager
- Contractors' Field Superintendent
- Contractors' Safety Representative (as needed)
- Key Subcontractors, Suppliers, and Vendors
- EDiS Project Manager
- EDiS Field Manager
- EDiS Safety Director (as needed)
- EDiS MEP Specialist (as needed)
- Owner's Representative (as needed)
- Architect/Engineer (as needed)
- Governmental Agency Representatives (as needed)
- Testing/Inspection Agency Representatives (as needed)
- Utility Company Representatives (as needed)

3. SUBMITTALS

3.1 Each contractor is responsible to have all submittals and mock-ups, as related to the pre-installation meeting scope of work, submitted and approved prior to commencement of the pre-installation meeting.

4. LIST OF REQUIRED MEETINGS

- Acoustical Ceilings
- Doors, Frames & Hardware
- Lighting & lighting Controls
- Entrance Stair Reinstallation (If Alternate #1 is accepted)
- MEP Coordination
  - Phasing
  - Mechanical Piping Roughin
  - Insulation
  - Electrical Roughin
  - Automatic Temperature Controls
  - Commissioning
  - Balancing

5. AGENDA

- 3.1 At a minimum, the Contractor shall be prepared to discuss the items as listed on the agenda template shown on the following page:



## **H. REVIEW SCHEDULE AND SEQUENCE OF WORK**

### **I. JOB SITE SAFETY (*SEE THE CONTRACTOR'S SAFETY PROGRAM OR OSHA*)**

- Safety Plans must be submitted before the start of work
- Certificates of Insurance need to be submitted before the start of work
- Minimum PPE – Hardhats, steel toe boots, safety glasses
- Lock-out, Tag, Test and Try ALL utilities is critical before the start of demolition
- Signage & HAZCOM Requirements
- Potential Hazards
  - Excavations >4 ft
  - Slips/trips/falls
  - Existing utilities to remain and protected
  - Overhead debris
  - Power tools
  - Heavy equipment

### **J. COORDINATION WITH OTHER TRADES**

### **K. ACTION ITEMS AND RESPONSIBILITY**

END OF SECTION

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SECTION 013125- WEB-BASED PROJECT MANAGEMENT SYSTEM

1. GENERAL PROVISIONS

- 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 Refer to provisions in AIA Document A232 - 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.
- 1.3 Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- 1.4 All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.
- 1.5 Use of this project management software will not change any contractual responsibilities of the construction team members.

2. DEFINITIONS

- 2.1 System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.
- 2.2 Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.
- 2.3 Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- 2.4 Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

3. USE OF SYSTEM

- 3.1 The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.
- 3.2 The use of the system will be mandatory by the Contractors to send, retrieve, and respond to data.



3.3 In addition to this web-based project management system, the Contractors will be required to use electronic mail (email) for day-to-day communication and correspondence. Email will be the primary means of transmitting written communication (i.e. meeting minutes, draft pay applications, etc.).

#### 4. QUALITY ASSURANCE

4.1 A three hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Contractor's organization is mandatory. Additional attendees may enroll based on availability of training space. All attendees must have a working knowledge of computers. Training can not begin until three working days after the receipt of the submittals indicated below.

4.2 Technical assistance will be provided by on-line help, email, or telephone for all Users throughout the life of the project.

#### 5. SUBMITTALS

5.1 Submit to the Construction Manager, within 5 days following the receipt of the letter of intent to award, in an electronic template, the following:

- a. Electronic logo of organization (as needed)
- b. Names, mailing address and electronic address of its Users and Contacts.
- c. Designation the role/responsibility for each User

#### 6. SOFTWARE AND HARDWARE REQUIREMENTS

6.1 Each User shall provide and maintain a computer with high speed internet access and an email address. The computer shall have a high speed internet browser (Internet Explorer 8.0 or higher, Firefox version 3.6.12 or higher, Google Chrome or Safari version 5.0 or higher) and a high speed cable Internet access, high speed DSL or T1 line.

6.2 License(s) to Use System - Each Contractor will be provided unlimited licenses to use the system for this project. Each license will allow secure unlimited usage from the notice to proceed until the original contract completion date.

#### 7. SYSTEM DESCRIPTION

7.1 The web based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing

and postage costs and the time associated with such activities.

- 7.2 The system contains a directory of the project participants.
- 7.3 The system includes templates, with the CM's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.
- 7.4 The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.
- 7.5 The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.
- 7.6 The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.
- 7.7 The system is the product of *Building Blok LLC* ([www.buildingblok.com](http://www.buildingblok.com)) and will be continuously updated.
- 7.8 The Construction Manager will administer the Building Blok User accounts for this project.

## 8. DOCUMENTS CREATED INSIDE THE SYSTEM

- 8.1 The following documents shall be created on templates inside the system.
  - a. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
  - b. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
  - c. Submittal Log: The CM will maintain submittal log after it is initialized.
  - d. RFI (Requests for Information)
  - e. Change Orders
  - f. RFP (Requests for Proposal)
  - g. ASI (Architect's Supplemental Instructions)
  - h. Tasks & Memos as determined by the CM
  - i. Payment Applications
  - j. Closeout Tracking Log
- 8.2 The following documents may, at each Users option, be created on the system.
  - a. Morning & Afternoon Activity Reports generated by the system
  - b. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
  - c. Reports of information on the system.
  - d. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.

9. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

9.1 The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned or electronically attached to the transmittal.

- a. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, operation & maintenance manuals, will be submitted and distributed through the system. The Architect will return all submissions through the system electronically. The Construction Manager will distribute submittals (after Architect's action) electronically. Contractors may download and distribute submittals to their subcontractors and suppliers or elect to print paper copies for distribution, or both.
- b. Photographs: Digital photographs and scanned images can be loaded onto the system and shared.
- d. Schedule of Values/ Payment Applications: (The "pencil" review of these documents can occur inside the system).
- e. Change Orders: (The "pencil" review of these documents can occur inside the system.)
- g. Schedules: The schedule document(s) will be available for review on the system.
- h. Data created in other software may be uploaded to the system electronically.

10. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

10.1 The following documents are expected to be created outside the system and distributed outside the system. The actual documents may be scanned or electronically attached to the transmittal.

- a. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
- b. Product samples, color samples, physical samples are still required to be provided per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.
- c. Meeting minutes will be created using Microsoft Word 2003 and distributed through hard copies at meetings or through email.
- d. AIA closeout documents, which require an "original" signature, will be created and distributed outside the system.

END OF SECTION

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SECTION 013216 - CONSTRUCTION SCHEDULE

1. PRE-BID CONSTRUCTION SCHEDULE

1.1 Time is a critical element of this Project. By entering a bid, the Contractor agrees to adhere to the intermediate Milestone Dates and Dates of Substantial and Final Completion established herein. The Contractor also understands that all work must be performed in an orderly and closely coordinated sequence in order to achieve the specified Milestones and Completion Dates, and the Contractor hereby agrees to perform his work in conformance with the Pre-Bid Construction Schedule established herein, or with the then current and approved Project Construction Schedule as amended from time to time by the Construction Manager.

1.2 The Pre-Bid Construction Schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightning and other like acts of God. The Contractor understands and agrees that it shall not be entitled to any extensions of the Contract Time or adjustment to the Contract Sum, except as allowed in the General Conditions of the Contract for Construction. The Contractor further acknowledges that the Work may be required to be performed during the winter season, that conditions during this season may be adverse and abnormal, but that such conditions will not be the basis for an extension of the Contract Time or adjustment to the Contract Sum.

2. SCHEDULING OF THE WORK AFTER AWARD OF CONTRACT

2.1 After award of Contract, or issuance of a Notice to Proceed, the Contractor will meet with the Construction Manager to review the Pre-Bid Construction Schedule, and the overall project plan for construction. Following the above review the Contractor will meet with each subcontractor and supplier to view the detailed plans for performing his Work. Following these meetings and within fourteen (14) days after award of the Contract or issuance of a Notice to Proceed, the Contractor shall prepare and submit for the Construction Manager's approval a Work Schedule providing for the expeditious, timely and practical execution of the Work. The Contractor's Work Schedule shall include activity descriptions and durations for shop drawings, fabrication, delivery and installation. If the Construction Manager so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences.

2.2 The Construction Manager shall review the Contractor's Work Schedule, coordinate it with the separate work by other contractors, the Owner and the Construction Manager, and after coordination, shall incorporate it into the approved Project Construction Schedule. The approved Project Construction Schedule shall be issued to the Contractor and the Contractor shall perform his Work in conformity therewith.

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- 2.3 The Contractor shall submit proposed schedule revisions and obtain the written approval of the Construction Manager therefore before deviating from the Project Construction Schedule.
- 2.4 The Construction Manager will incorporate approved schedule revisions into the Project Construction Schedule, and shall otherwise update and revise the Project Construction Schedule as the Construction Manager, at his sole discretion, deems necessary.

3. ADHERENCE TO THE SCHEDULE

- 3.1 The Contractor shall start each part of its Work on the date designated for start in the approved Project Construction Schedule unless advised by the Construction Manager. The Contractor shall carry the Work forward expeditiously with adequate forces, equipment and materials, and shall complete each part of his work on or before the date designated in the approved Project Construction Schedule.
- 3.2 If the Construction Manager determines that the Contractor is behind schedule, the Construction Manager shall have the right to require that the Contractor take steps, at the Contractor's expense, to accelerate its Work. Such steps shall include increases in manpower, equipment and materials and/or overtime as the Construction Manager may deem necessary. If the Contractor fails to comply with the Construction Manager's instructions relating to improved rate of progress, the Contractor may be held in default under the appropriate provisions of the General Conditions of the Contract.
- 3.3 Each Contractor shall, if directed by the Construction Manager, provide the Construction Manager a 2-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.

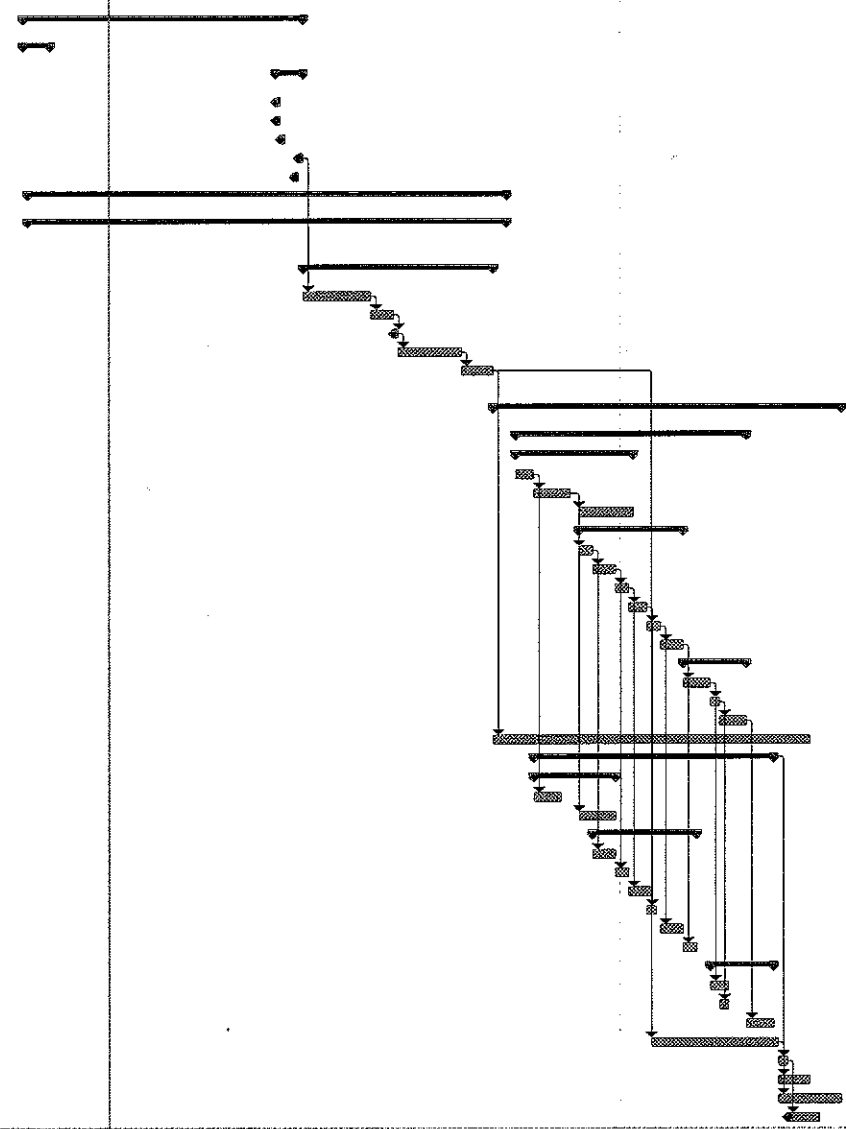
END OF SECTION



RED CLAY CONSOLIDATED SCHOOL DISTRICT  
CONRAD MIDDLE SCHOOL  
PROJECT MASTER SCHEDULE

DATE REVISED: 2/5/15

ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
1	<b>PRECONSTRUCTION ACTIVITIES</b>	44 days	Thu 2/19/15	Tue 4/21/15										
2	BID ADVERTISEMENT AND PRE BID MEETINGS	44 days	Thu 2/19/15	Tue 4/21/15										
3	RCCSD BOARD APPROVAL - BID PAC A	4 days	Thu 2/19/15	Tue 2/24/15										
9	RCCSD BOARD APPROVAL - BID PAC B	4 days	Thu 4/16/15	Tue 4/21/15										
10	Advertise My Marketplace	1 day	Thu 4/16/15	Thu 4/16/15										
11	Advertise Data Service Center	1 day	Thu 4/16/15	Thu 4/16/15										
12	1st Bid Advertisement	1 day	Fri 4/17/15	Fri 4/17/15										
13	Pre Bid Meeting	1 day	Tue 4/21/15	Tue 4/21/15										
14	2nd Bid Advertisement	1 day	Mon 4/20/15	Mon 4/20/15										
15	<b>BIDDING &amp; AWARD ACTIVITIES</b>	76 days	Fri 2/20/15	Fri 6/5/15										
16	BID PAC A - HVAC	76 days	Fri 2/20/15	Fri 6/5/15										
22														
23	<b>BID PAC B - BALANCE OF BUILDING CONSTRUCTION</b>	30 days	Wed 4/22/15	Tue 6/2/15										
24	Bid Period	11 days	Wed 4/22/15	Wed 5/6/15										
25	Review and Recommendations	3 days	Thu 5/7/15	Mon 5/11/15										
26	RCCSD Board Approval	1 day	Tue 5/12/15	Tue 5/12/15										
27	Award Contracts	10 days	Wed 5/13/15	Tue 5/26/15										
28	Order Materials	5 days	Wed 5/27/15	Tue 6/2/15										
29														
30	<b>CONSTRUCTION ACTIVITIES</b>	55 days	Wed 6/3/15	Tue 8/18/15										
31	HVAC Replacement	37 days	Mon 6/8/15	Tue 7/28/15										
32	2nd Floor	20 days	Mon 6/8/15	Fri 7/3/15										
33	Rooms:312, 314,315-317, 318-321	4 days	Mon 6/8/15	Thu 6/11/15										
34	Rooms:322, 324-327, 328, 331, 333-335	6 days	Fri 6/12/15	Fri 6/19/15										
35	ACC Unit Installation	10 days	Mon 6/22/15	Fri 7/3/15										
36	1st Floor	17 days	Mon 6/22/15	Tue 7/14/15										
37	Rooms: 200-205, 207	3 days	Mon 6/22/15	Wed 6/24/15										
38	Rooms: 212, 215, 217, 219, 223	3 days	Thu 6/25/15	Mon 6/29/15										
39	Heat Pump Room 221	3 days	Tue 6/30/15	Thu 7/2/15										
40	ACC #2	2 days	Fri 7/3/15	Mon 7/6/15										
41	Rooms: 225-227	3 days	Tue 7/7/15	Thu 7/9/15										
42	Rooms: 232-235	3 days	Fri 7/10/15	Tue 7/14/15										
43	Basement	10 days	Wed 7/15/15	Tue 7/28/15										
44	Area A Rooms	4 days	Wed 7/15/15	Mon 7/20/15										
45	Area B Rooms	2 days	Tue 7/21/15	Wed 7/22/15										
46	Area C & D Rooms	4 days	Thu 7/23/15	Tue 7/28/15										
47	Interior Renovations and Touch Up	50 days	Wed 6/3/15	Tue 8/11/15										
48	Patching of floor, walls and ceilings	37 days	Fri 6/12/15	Mon 8/3/15										
49	2nd Floor	12 days	Fri 6/12/15	Mon 6/29/15										
50	Rooms:312, 314,315-317, 318-321	4 days	Fri 6/12/15	Wed 6/17/15										
51	Rooms:322, 324-327, 328, 331, 333-335	6 days	Mon 6/22/15	Mon 6/29/15										
52	1st Floor	17 days	Thu 6/25/15	Fri 7/17/15										
53	Rooms: 200-205, 207	3 days	Thu 6/25/15	Mon 6/29/15										
54	Rooms: 212, 215, 217, 219, 223	3 days	Tue 6/30/15	Thu 7/2/15										
55	Heat Pump Room 221	3 days	Fri 7/3/15	Tue 7/7/15										
56	ACC #2	2 days	Tue 7/7/15	Wed 7/8/15										
57	Rooms: 225-227	3 days	Fri 7/10/15	Tue 7/14/15										
58	Rooms: 232-235	3 days	Wed 7/15/15	Fri 7/17/15										
59	Basement	10 days	Tue 7/21/15	Mon 8/3/15										
60	Area A Rooms	4 days	Tue 7/21/15	Fri 7/24/15										
61	Area B Rooms	2 days	Thu 7/23/15	Fri 7/24/15										
62	Area C & D Rooms	4 days	Wed 7/29/15	Mon 8/3/15										
63	Main Entrance Stair Replacement	20 days	Wed 7/8/15	Tue 8/4/15										
64	Certificate of Occupancy Inspections	2 days	Wed 8/5/15	Thu 8/6/15										
65	Final Cleaning	5 days	Wed 8/5/15	Tue 8/11/15										
66	Punchlist	10 days	Wed 8/5/15	Tue 8/18/15										
67	Owner Occupancy	5 days	Fri 8/7/15	Thu 8/13/15										



Conrad Middle School Project Bid Schedule Date: 3/11/15	Task	Summary	External Milestone	Inactive Milestone	Duration-only	Start-only	Deadline
	Split	Project Summary	Inactive Task	Inactive Summary	Manual Summary Rollup	Finish-only	
	Milestone	External Tasks	Inactive Task	Manual Task	Manual Summary	Progress	

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SECTION 013219 - SUBMITTAL REGISTER

1. SUBMITTALS/SUBMITTAL REGISTER

- 1.1 The Contractor shall submit all items listed or specified within the sections of the Specifications included in its Work. Submittals shall include such items as: contractor's, manufacturer's or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams, operation charts or curves; test reports; samples, operations and maintenance manuals, including parts lists; certifications; warranties and other required submittals. Submittals pertinent to materials and equipment which are subject to advance approval shall be scheduled and made prior to the acquisition or the delivery thereof.
- 1.2 The Contractor shall carefully control procurement operations to assure that each individual submittal is made on or before the dates required for timely performance of its Work.
- 1.3 Within seven (7) days after award of Contract or issuance of Notice to Proceed, the Contractor shall execute and submit to the Construction Manager, seven (7) copies of the Submittal Register, on a form to be provided by the Construction Manager, on which shall be listed each item of equipment and material of each type for which fabricator's drawings and/or related descriptive data, test reports, samples, spare parts, operation and maintenance manuals, or other types of submittals required by the Specifications. The Submittal Register form shall be reproduced by the Contractor. The order of listing of items on the Register shall conform to the sequence of the items as they occur within the divisions. Drawings of component items forming a system or that are interrelated shall be scheduled to be correlated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time shall be allowed for review and approval and possible resubmittal of any item subject to approval, because no delay damages or time extensions will be allowed for time lost in late submittals or resubmittals. The Construction Manager and Architect/Engineer will review the Submittal Register for approval action. The approved Register will become a part of the Contract and Contractor will be subject to requirements thereof. The Contractor shall revise and/or update the Register monthly to take into account all changes in the Contract. Each such revised edition and/or revision to the Register shall be resubmitted to the Construction Manager. This Register shall be coordinated with related submittals of other Contractors.

2. SAMPLES

- 2.1 Submit tagged or labeled samples in triplicate, unless another quantity is otherwise specified by the Construction Manager.
- 2.2 Tags or labels shall be securely affixed and contain as a minimum the following information: Project Name, Contractor's Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer's or Fabricator's Name and Product Identifier.

END OF SECTION

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SECTION 013226 - SUBCONTRACTOR DAILY REPORTS

1. SUBCONTRACTOR DAILY REPORTS

1.1 The Subcontractor shall submit a Daily Report to the Construction Manager on the forms provided covering the following subjects:

1. Work in Progress, including areas where work is being performed, nature of the operations in progress, and the manpower assigned.
2. Extra Work (Time and Material) in progress.
3. Materials Received.
4. Trade labor breakdown including identification of all workers on site and the number of hours (or portions thereof) worked by each.
5. *Inspection Checklist (performed daily).*

1.2 The Subcontractor shall submit the Daily Report to the Construction Manager by 9:00 AM on the next workday following the workday covered in the Daily Report.

2. DAILY EXTRA WORK REPORT

2.1 The Subcontractor shall submit on the form provided a Daily Extra Work Report on each day he performs authorized Extra Work on a time and material basis.

2.2 A separate Daily Extra Work Report shall be submitted for each separate authorized Extra Work item done on a time and material basis.

2.3 The Subcontractor shall submit his Daily Extra Work Report as an attachment to his Daily Report by 9:00 AM on the next workday following the workday covered in the Daily Extra Work Report.

3. Sample Daily Report

3.1 A sample daily report follows this section for your reference.

END OF SECTION





# CONTRACTOR'S DAILY REPORT

Project Name: Conrad Schools of Science

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

Contractor: \_\_\_\_\_

Contract No. & Description: \_\_\_\_\_

Weather: \_\_\_\_\_

Foreman's Name                     (Print)

TRADE	*CLASS	MANPOWER COUNT	TOTAL MAN HOURS	TODAY'S DESCRIPTION / LOCATION OF WORK
<b>TOTAL</b>				

\* INDICATE: F = FOREMAN; J = JOURNEYMAN; A = APPRENTICE

Work Status/Work Planned: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Construction Equipment: \_\_\_\_\_

Qualified Operator(s) \_\_\_\_\_

Deliveries or Materials: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Machinery, tools, material, and equipment to be used: \_\_\_\_\_

\_\_\_\_\_

Inspection of work area, machinery, tools, material, or equipment \_\_\_\_\_

\_\_\_\_\_

The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirement is prohibited. Such machine, tool, material or equipment shall either be identified as unsafe by tagging or locking the controls to render them inoperable or shall be physically removed from its place of operation.

Please See Other Side

Below is a general checklist of requirements on this project. Contractors will check off items that pertain to their contract and project tasks. Notify EDis Field Manager of any issues. This checklist is not meant to be all inclusive. Please refer to additional OSHA regulations for compliance.

**House Keeping**

- Material Storage Area's Orderly
- Trash Containers Available and Emptied daily
- Fire Hazards
- Lighting and ventilation
- Exits and Stair clear passage
- Walkways, corridors clear passage
- Daily debris /trash removal
- \_\_\_\_\_

**Personal Protective Equipment**

- Hard Hats being worn
- Safety Glasses with side shields being worn
- Secondary Eye/Face protection
- Respirators as required
- Hand protection when needed
- Ear protection when needed
- Inspected & Maintained
- \_\_\_\_\_

**Fire Prevention**

- Fire extinguishers inspected
- Flammable / Combustibles properly store
- Approved Fuel cans used and labeled
- Oxygen / Acetylenes stored properly
- \_\_\_\_\_

**Electrical**

- GFI in use
- Three prong insulated extension cords used
- Extension cords in good condition
- Lockout / Tag-out program in use
- \_\_\_\_\_

**Excavations**

- Miss Utility been contacted
- Properly Barricaded
- Ladders in use at depths over 4'-0"
- Ladders every 25'-0" distance
- Shored, sloped, benched as required
- Dewatering as needed
- \_\_\_\_\_

**Ladders**

- Good condition
- Correct pitch
- Extends 3'-0" above landing
- Open and secured / tied off
- \_\_\_\_\_

**Scaffolds**

- Certified Scaffold Installer
- Guardrails, toe boards, and planking secured
- Appropriate signage
- Adequate cross bracing
- Secured to building over 25'-0" in height
- \_\_\_\_\_

**Cranes**

- Rated Load Capacity available in cab
- Swing Radius barricaded
- Appropriate certificates / decals / hand signals
- Daily safety inspection log completed
- \_\_\_\_\_

**Fall Protection**

- Fall protection plan on file
- Full harness / shock absorbing lanyard used
- Anchoring points secured
- Perimeter barricades
- Open sided floor protection
- 6'-0" Tie-off utilized
- \_\_\_\_\_

**Paperwork**

- MSDS Information
- Contractors Safety Program
- Hazardous Communications Training
- Hazardous Communications Program
- Contractor Qualified Representation
- \_\_\_\_\_

**Other**

- \_\_\_\_\_
- \_\_\_\_\_

Foreman / Competent Person:

Print Name \_\_\_\_\_

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SECTION 013300 – SUBMITTAL PROCEDURES

1. GENERAL PROVISIONS

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.

2. ITEMS TO BE SUBMITTED AT START OF WORK

2.1 Performance/Labor and Material Payment Bond(s): One (1) copy of each bond simultaneously with the signed Agreement. See General Conditions Article 11.4 and Supplementary Conditions.

2.2 Policies or Certificates of Insurance: Two (2) copies simultaneously with the signed Agreement. See General Conditions Article 11 and Supplementary Conditions.

2.3 Contractor's License: Submit a copy of all business licenses required by local and state agencies.

2.4 Contractor's Schedule of Values: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.

2.5 Contractor's Progress Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.10 and provisions in this Section.

2.6 Submittal Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See provisions in this Section.

2.7 Products List: Two (2) copies for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

3. NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS

3.1 Refer to requirements in Section 011100 - INSTRUCTIONS TO BIDDERS for filing of Surety Bonds with the Division of Revenue.

3.2 If such bonds are required on this project, it will be the responsibility of the Contractor to produce evidence to the Construction Manager that they have been filed, or if not required, to supply a notarized statement that they are not required. This must be done within seven (7) days after award of Contract and in any event before construction starts.

4. RELATED REQUIREMENTS

4.1 See Section 017700 - CONTRACT CLOSE OUT: for submittal requirements for Contract Close out.

5. SUBMITTALS

5.1 All submittals shall be directed to the Construction Manager in the manner directed by the Construction Manager, and paragraph 9 of this section. Contractor shall use the Contractor Submittal Form appended to this section and on Buildingblok.com.  
**ALL SUBMITTALS Shall Be Provided Through EDiS Web Based Construction Program – “BUILDINGBLOK”.**

5.2 Prepare a Submittal’s Schedule for Shop Drawings, Product Data and Samples. Show:

1. The dates for Contractor’s submittals.
2. The dates submittals will be required for Owner-furnished products.
3. The date approved submittals will be required from the Architect.

5.3 Should the Architect or Construction Manager elect to omit any items from the list of items to be reviewed, it shall not relieve the Contractor from compliance with the Contract Documents with regard to that item. In such instance, the Contractor may still elect to have submittals prepared for his own use without review by the Architect or Construction Manager.

6. SHOP DRAWINGS

6.1 Conform to provisions in General Conditions applying to Shop Drawings.

6.2 Present in a clear and thorough manner on Buildingblok.com.

1. Identify details by reference to sheet and details, schedule or room numbers shown on Contract Drawings.
2. Maximum sheet size: 30” x 42”.

7. PRODUCT DATA

7.1 Conform to provisions in General Conditions applying to Product Data on Buildingblok.com.

7.2 Preparation:

1. Clearly mark each copy to specifically identify products or models pertinent to project.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.

7.3 Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information specifically applicable to the Work.

8. SAMPLES

8.1 Conform to provisions in General Conditions applying to Samples and on Buildingblok.com.

8.2 Provide samples of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the project, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.

8.3 Field samples and mock-ups; See requirements, if any, in other specification Sections.

9. SUBMITTAL REQUIREMENTS

9.1 Make submittals promptly through the Construction Manager in accordance with published schedule, and in such sequence as to cause no delay in the Work or in the Work of any other contractor on Buildingblok.com.

9.2 Number of submittals required.

1. Shop drawings: Submit eight (8) copies for each submittal. Copies will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Contractor shall be made by him.

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2. Product Data: Submit eight (8) copies. Four (4) will be retained by the Architect, the Construction Manager and the Consultants. Four (4) will be reviewed, marked and stamped by the Architect and returned to the Contractor by the Construction Manager. Any additional copies required by the Contractor shall be made by him from the stamped copy.
  3. Samples: Submit four (4) each. Submit all transmittal data and pictures of samples through the Building Blok Management System for tracking purposes. When approved the samples will be returned to the Construction Manager to be retained at the site for reference use.
  4. Submit all items on Buildingblok.com.
  5. All submissions must allow adequate time for review and for delivery of required systems in order to meet the posted construction schedule.

9.3 Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The names of the Contractor, Supplier and Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been

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stamped with this stamp or its approved equivalent will be returned without being reviewed.

9.4 Shop Drawing coordination and interface with work of other Contracts and adjacent work is the responsibility of each individual Contractor.

9.5 All submittals shall be accompanied by the contractor's submittal form, a copy of which is part of this section. The contractor's submittal form must be completed in its entirety by the contractor.

10. RESUBMISSION REQUIREMENTS

10.1 Make any corrections or changes in the submittals required by the Architect and resubmit on Buildingblok.com until approved.

10.2 Shop drawings and Product Data:

1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
2. Indicate any changes which have been made other than those requested by the Architect.

10.3 Samples: Submit new samples as required for initial submittal.

11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

11.1 The Construction Manager will receive and log submittals and forward to Architect after processing and issue on Buildingblok.com.

11.2 The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:

1. Contractor that made submittal.
2. Jobsite File.
3. Record Document File.
4. Other Contractors, as required for coordination.

11.3 The Construction Manager will distribute samples on Buildingblok.com as required.

11.4 The Contractor will distribute copies of Shop Drawings and Product Data which

carry the Architect's stamp to:

1. Subcontractors.
2. Suppliers.
3. Fabricators.

12. SCHEDULE OF VALUES

12.1 Use AIA Document G703, Continuation Sheet to G702 shall be issued on Buildingblok.com.

13. PROGRESS SCHEDULE

13.1 Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar chart for each trade or operation.
2. Horizontal time scale: Identify the first work day of each week.
3. Scale and spacing: To allow space for notations and future revisions.
4. Minimum sheet size 11 inches by 17 inches.

13.2 Format of listings: The chronological order of the start of each item of work.

13.3 Show the complete sequence of construction by activity.

13.4 Show the dates for the beginning, and completion of, each major element of construction such as:

1. Site clearing.
2. Site utilities.
3. Foundation work.
4. Structural framing.
5. Subcontractor work.
6. Equipment installation.



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- 13.5 Show projected percentage of completion for each item as of the first day of each month.
  - 13.6 Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.
  - 13.7 Indicate progress of each activity to date of submission.
  - 13.8 Show changes occurring since previous submission of schedule:
    1. Major changes in scope.
    2. Activities modified since previous submission.
    3. Revised projections of progress and completion.
    4. Other identifiable changes.
  - 13.9 Provide a narrative report as needed to define:
    1. Problem areas, anticipated delays and the impact of the schedule.
    2. Corrective action recommended, and its effect.
    3. The effect of changes on schedules of other prime contractors.
  - 13.10 Submit one reproducible transparency.
  - 13.11 After review, distribute copies of the schedule to:
    1. Jobsite File.
    2. Subcontractors.
    3. Architect.
    4. Owner.
  - 13.12 Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

**EDiS COMPANY**

**CONTRACTOR SUBMITTAL FORM**

**Contractor:**

**Contract #:** \_\_\_\_\_

**Project Name: Conrad Schools of Science**

**To:**

The following submittal (s) for the Architect's Review and Approval:

Shop Drawings  Product Data  Samples  Samples  Other (Identify) \_\_\_\_\_

Design Data  Calculations  Certificates  Coordination Drawings  Reports

Qualification Statements  Other (Identify) \_\_\_\_\_

No. of Copies	Date	Submittal Number	Spec. Section #	Description of Submittal Items	Requested Return Date	EDIS Submittal Number (by EDIS)

**Deviations from Contract Documents requirements are identified as follows:** \_\_\_\_\_

**Remarks:** \_\_\_\_\_

We hereby certify that \_\_\_\_\_ (Contractor) \_\_\_\_\_ has reviewed and approved submittals transmitted herewith for compliance and conformance with requirements of the Contract Documents.

**Signed :** \_\_\_\_\_ **Date:** \_\_\_\_\_

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SECTION 013500 – CONTRACTOR EMPLOYEE BACKGROUND CHECK

1. It is the contractor's responsibility to perform background checks and screen all employees working onsite. The background check must include checking for a previous history of Child Abuse Convictions, Child Molestation Convictions, Felony Convictions, and Drug Convictions within the last 5 years. Any employee with any of these convictions may not enter the job site or school campus. This background check must be completed and screened by the contractor prior to an employee entering the job site. The Construction Manager, The Owner's representative and the Owner have the right to request that the screening data be submitted on a case by case basis.
2. The contractor is required to provide the Construction Manager written notice verifying background checks were completed and screened by the contractor prior to an employee entering the job site. This notice will contain the individual's name and the last four digits of their social security numbers. Notices must be received no later than two (2) working days before access is required. Notices will be forwarded electronically to the Construction Manager. A sample notice follows this section for your reference.

END OF SECTION

Red Clay Consolidated School District  
Capital Improvements  
Bid Pack B  
April 14, 2015

Conrad Schools of Science Door Renovation  
Project No. 1426

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Date

Mr. Mark Grunza  
Project Manager  
EDiS Company  
110 South Poplar Street  
Wilmington, DE 19805

RE: Conrad Schools of Science - Certification of Background Checks

Dear Mr. Grunza:

This letter is to certify that background checks have been completed in accordance with Section 013500 Contractor Employee Background Check. The following individuals are certified as having met the requirements of the specification:

<u>Name</u>	<u>Last 4 SSN</u>
Mr. John Smith	1234

If you require any additional information you may contact INSERT POINT OF CONTACT, PHONE NUMBER AND EMAIL ADDRESS.

Sincerely,

Company

NAME

TITLE

MCS/jr (author's initials in CAPS/typist's initials in lowercase)

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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 Construction Manager (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 their safety program. Unless otherwise approved by the Construction Manager, the Safety Supervisor shall be the Contractor's Field Superintendent/Foremen.
- 2.4 **Contractor shall furnish the names and qualifications of the competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection, confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc. See the attached Competent/Qualified Person Designation Log.**
- 2.5 Contractor shall provide written certification showing that all employees have been trained on the Contractor's Safety Program. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another

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employer or completed prior to the effective date of this section, the certification record shall include the date the employer determined the prior training was adequate rather than the date of actual training. The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. Please forward certification (document) of training for each employee on an EDiS project. The latest training certificate shall be maintained.

- 2.6 Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks: Scaffold, Fall Protection, Crane Operator, Signal Person, Crane Maintenance, Steel Erection Fall Protection, Respiratory Protection, Powder-Actuated Tools, and Motor Vehicles. Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course. This list is not meant to be all inclusive; please refer to OSHA regulations for applicable safety requirements.
- 2.7 Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to Field Manager, verifying inspection of work area, machinery, equipment and tools.
- 2.8 Prior to starting work on-site, the Contractor shall arrange with the on-site Field Manager to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.
- 2.9 Contractor shall hold weekly safety toolbox talks with all of its employees every Monday at 12:30 PM. The Contractor shall designate a responsible, capable person to conduct these meetings. Contractor's safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.

### 3. SUBSTANCE ABUSE POLICY STATEMENT

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

- 3.1 It is a violation of the Construction Manager's policy for employees and Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.

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- 3.2 It is a violation for employees and Contractors' employees to report to work while influenced by illegal drugs or alcohol.
  - 3.3. It is a violation for employees and 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 Employees and 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 employees or 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 Construction Manager, 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, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager 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 Construction Manager and other Contractors 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 Construction Manager 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 Construction Manager of

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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 Construction Manager 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 Construction Manager 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 Construction Manager 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 twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager 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. Promptly completing a "Supervisor's Investigation Form" with his Supervisor's assistance and distributing as required. This form will be provided by the Construction Manager.
  8. Holding weekly "tool box" safety meetings with his men to:
    - a. Discuss observed unsafe work practices or conditions including a review of current Construction Manager safety report.
    - b. Review the accident experience of his crew and discuss correction of accident causes.
    - c. Encourage safety suggestions from his men.
  9. Seeing that prompt medical treatment is administered to an injured employee.
  10. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.
  11. Making all reports required by these Contract Documents to the Construction Manager 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.

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- 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 and submitted to the Construction Manager on forms to be provided.

8. SAFETY REPRESENTATIVE

- 8.1 The Construction Manager may employ the services of a Safety Representative on the project.
- 8.2 The Safety Representative *will* visit the job site on a weekly basis to determine if the work is being performed in a safe manner and in accordance with OSHA, State and Local safety regulations. Safety representative is not responsible for observing and documenting all possible safety violations. The Contractor's Safety Representative or Superintendent shall attend job site safety inspections with the Safety Representative on a weekly basis.
- 8.3 The Safety Representative will file a written report with the Construction Manager at the end of each inspection listing the safety violations observed during the inspection.
- 8.4 The Construction Manager will distribute the Safety Representative's report to all Contractors. All safety violations must be corrected immediately.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

- 9.1 The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:
1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
  2. If the Contractor has been notified by the Construction Manager in writing that he is in violation of safety regulations and fails to take action to correct the violation within 24 hours of the notice.
- 9.2 If the Construction Manager directs the Contractor to stop the work due to safety violation, it will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.
- 9.3 If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in an habitual manner, or creating a serious life safety violation, the Construction Manager or Safety Representative may

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instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

10.1 The Construction Manager shall establish a central meeting location for the assembly of all Contractors' employees in the event of a major job site emergency.

10.2 Contractor shall assemble all of their personnel and account for all employees. Contractor must immediately report to the Project Superintendent with the status of their employees.

11. FALL PROTECTION PROCEDURES

11.1 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.

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8. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.

12. AIRBORNE CONTAMINENTS PROCEDURES

- 12.1. Contractor must provide and use equipment furnished with Exhaust Purifiers / Scrubbers when any equipment produces airborne containments and will be used in an enclosed building.
- 12.2. The Contractor shall verify air quality by the use of air monitoring equipment and document such verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.
- 12.3 The contractor must provide administrative or engineering controls to protect its workers from exposure to occupational health , environmental or other hazards to be implemented whenever feasible. When such controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed by local, state, and federal regulations. Any equipment and technical measures used for this purpose must first be approved for each particular use by a competent industrial hygienist or other technically qualified person. Whenever respirators are used, their use shall comply with 1926.103.

END OF SECTION

**CONTRACTOR**

**COMPETENT / QUALIFIED PERSON DESIGNATION LOG**

**Project: Conrad Schools of Science Door Renovation**

**Field Manager:**

Contract: Contractor:	Applicable to Subcontractor (yes / no)	Foreman	Competent Person (if not foreman)
<b>Subpart C-General Provisions</b>			
1926-20 General Safety			
<b>Subpart D - Health and Environmental Controls</b>			
1926-53 Ionizing Radiation			
1926-55 Gases, Vapors, Fumes, Dusts, Mists			
1926-57 Ventilation			
1926.59 Hazard Communication			
1926.62 Lead			
<b>Subpart E - Personal Protective Equipment</b>			
1926.101 Hearing			
1926.103 Respirator Protection			
<b>Subpart H - Materials Handling, Storage</b>			
1926.251 Rigging Equipment for Material Handling			
<b>Subpart J - Welding and Cutting</b>			
1926.354 Welding, Cutting and Heating			
<b>Subpart K - Electrical</b>			
1926.404 Wiring Design and Protection			
<b>Subpart L - Scaffolding</b>			
1926.451 Scaffolding			
<b>Subpart M - Fall Protection</b>			
1926.502 Fall Protection Criteria and Practices			
1926.503 Training			
<b>Subpart N - Cranes, Derrick -Redesignated 1926.1501</b>			
<b>Subpart O - Motor Vehicles and Equipment</b>			
1926.601 Motor Vehicles			
<b>Subpart P - Excavations</b>			
1926.651 Specific Excavation Requirements			
1926.652 Requirements to Protective Systems			
<b>Subpart S - Tunnels, Shafts, Caissons</b>			
1926.800 Tunnels, Shafts, Caissons			
1926.803 Compressed Air			
<b>Subpart T - Demolition</b>			
1926.850 Preparatory Operations			
1926.852 Chutes			
1926.859 Mechanical Demolition			

Contract: Contractor:	Applicable to Subcontractor ( yes / no)		Foreman	Competent Person (if not foreman)
<b>Subpart V - Power Transmission and Distribution</b>				
1926.955 Overhead Lines				
<b>Subpart X - Stairways and Ladders</b>				
1926.1053 Ladders				
1926.1060 Training Requirements				
<b>Subpart Z - Toxic and Hazardous Substances</b>				
1926.1101 Asbestos				
1926.1101 thru 1926.1148 Toxic and Hazardous Substances				

I certify that the listed employees are competent persons, as defined and required by specific OSHA standards. They are capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

\_\_\_\_\_  
 Name (print)

\_\_\_\_\_  
 Contractor Signature

\_\_\_\_\_  
 Date

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### **Certification of Training Documents to be Submitted with Safety Policy/Program**

Provide a certification of training for employees on your safety program.

In addition, Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks. Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course. This list is not meant to be all inclusive: please refer to OSHA regulations for applicable safety requirements.

- a.  Scaffold: 1926.454
- b.  Fall Protection 1926.503
- c.  Crane Operator: 1926.1427
- d.  Signal person (this is for any persons connecting material or equipment for lifting):  
1926.1428
- e.  Crane maintenance: 1926.1429
- f.  Steel erection fall protection: 1926.761
- g.  Respiratory protection (medical clearance and training records complying with 1910.134
- h.  Powder-actuated tools: 1926.302
- i.  Motor Vehicles (are those vehicles that operate within an off-highway jobsite, not open to public traffic): 1926.21



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SECTION 014500 - QUALITY CONTROL

1. DESCRIPTION

1.1 Quality control services include inspections and tests performed by independent agencies and governing authorities, as well as by the Contractor. Inspection and testing services are intended to determine compliance of the work with requirements specified. Specific quality control requirements are specified in individual specification sections.

2. RESPONSIBILITIES

2.1 Contractor Responsibilities: Except where indicated as being the Owner's responsibility, quality control services are the Contractor's responsibility, including those specified to be performed by an independent agency and not by the Contractor. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

1. The Owner will engage and pay for services of an independent agency to perform the inspections and tests that are specified as Owner's responsibilities.

2.2 Retest Responsibility: Where results of inspections or test do not indicate compliance with Contract Documents, retests are the Contractor's responsibility.

2.3 Responsibility for Associated Services: The Contractor shall cooperate with independent agencies performing inspections or test. Provide auxiliary services as are reasonable. Auxiliary services include:

1. Provide access to the Work.
2. Assist taking samples.
3. Deliver samples to test laboratory.

2.4 Coordination: The Contractor and independent test agency shall coordinate the sequence of their activities and shall avoid removing and replacing work to accommodate inspections and test. The Contractor is responsible for scheduling time for inspections and tests.

2.5 Qualifications for Service Agencies: Contractor shall engage only inspection and test service agencies which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories.

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- 2.6 Submittals: Contractor shall submit a certified written report of each test, Inspection or similar service, in duplicate to the Construction Manager. Contractor shall submit additional copies of each report to any governing authority, when the authority so directs.
- 2.7 Report Data: Written inspection or test reports shall include:
1. Name of testing agency or test laboratory.
  2. Dates and locations of samples, tests or inspections.
  3. Names of individual present.
  4. Complete inspection of test data.
  5. Test results.
  6. Interpretations.
  7. Recommendations.
- 2.8 Repair and Protection: Upon completion of inspection or testing, Contractor shall repair damaged work and restore substrates and finishes. Contractor shall comply with requirements for "Cutting and Patching."
- 2.9 The 2000 IBC code the following testing is code required:
1. Structural tests and special inspections must be conducted by an approved agency (an agency or firm regularly engaged in conducting tests or furnishing inspection services, approved by the authority having jurisdiction.) This means that contractors will no longer be allowed to cast their own test cylinders for example.
  2. Continuous special inspection (the full-time observation of work by an approved special inspector who is present until completion of the work) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".
  3. Continuous special inspection is required during the placement of all concrete and shotcrete for the proper application techniques with a few exceptions.
  4. Periodic special inspection (the part-time observation by an approved special inspector) is required for any steel welds and connections. Critical elements may

include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".

5. Spray applied fireproofing requires periodic special inspection for the structural member surface conditions, application, thickness, density and bond strength.
6. Based on the classification, occupancy, and design of the structure, the code requires periodic special inspection for placement of masonry units and reinforcing steel and continuous special inspection of grout placement.

END OF SECTION

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SECTION 015113 - TEMPORARY ELECTRICITY

1. GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

1. Electrical Basic Materials and Methods, Division 16 or 26.

1.2 DESCRIPTION OF SYSTEM

1. Power Source

1. Suppliers:

2. The Electrical Contractor shall provide 277/480 volt, three phase, 60 cycle power service to the site, utilizing existing service.
3. The Electrical Contractor shall make all arrangements for bringing the power supply to all locations on the site to provide for the power supply in 1.2.1.2, above.
4. The source will be adequate to service temporary electrical needs of the proposed construction.

2. Electrical Service

1. Electrical Contractor will be responsible to pay for all costs associated with providing electrical service from the power source to their respective site office, temporary storage facilities or temporary construction buildings as appropriate.
2. Prior to issuance of the Notice to Proceed for the electrical contract, the Construction Manager will be responsible for providing temporary electrical service as provided in 1.2.2.3, below. After issuance of the Notice to Proceed for the electrical contract, the Electrical Contractor shall become responsible for maintaining all electrical power supply and service facilities installed by the Construction Manager. The Electrical Contractor shall also, from that date forward, be responsible for providing and maintaining temporary electrical service to the site as provided in 1.2.2.3, below.
3. The Construction Manager or Electrical Contractor, as provided in 1.2.2.2 above, shall install temporary electric service for items below, throughout the construction period, such that power can be secured at any desired point with no more than a 60 foot extension:

1. Power Centers for miscellaneous tools and equipment used in the construction work shall be provided with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall be provided with ground fault detecting circuit breaker protection.
  2. Adequate lighting for safe working conditions shall be provided and maintained on a 24 hour per day basis throughout the building, tunnels, and stairways per OSHA requirements. Each lamp must be rated at least 100 watts. Voltage of each socket must be at least 110 volts.
  3. Power for testing and checking equipment must be supplied.
3. Capacity
    1. All electrical power supply and service lines installed shall be of adequate capacity for construction use by all trades during the construction period at the locations necessary.
    2. The Electrical Contractor shall notify the Power Company if unusually heavy loads, such as welding units, are anticipated.
  4. Power Costs
    1. The Construction Manager will pay all costs of temporary electrical power used during construction.
    2. The Owner will pay all costs of power used in the permanent wiring.
- 1.3 REQUIREMENTS AND REGULATORY AGENCIES
1. The Electrical Contractor will obtain permits as required by local governmental authorities.
  2. The temporary electrical service shall comply with National Electrical Code, 1990 Edition and applicable local codes and utility regulations.
- 1.4 USE OF PERMANENT SYSTEM
1. The Electrical Contractor shall regulate any part of the permanent electrical system which is used for construction purposes to prevent interference with safety and orderly progress of the Work.
  2. Contractors shall leave permanent electrical services in a condition as good as

new and clean.

2. PRODUCTS

2.1 MATERIALS

1. General

1. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.

2. Conductors

1. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads.

2. Use only UL labeled wire and devices.

2.2 EQUIPMENT

1. Provide appropriate enclosure for the environment in which used in compliance with NEMA standards.

3. EXECUTION

3.1 GENERAL

1. Install all work with a neat and orderly appearance.

2. Make structurally sound throughout.

3. Maintain to give continuous service and to provide safe working conditions.

4. Modify temporary power and light installation as job progress requires.

3.2 INSTALLATION

1. Locate so that interference with storage areas, traffic areas and work under other Contracts is avoided.

3.3 REMOVAL

1. Remove all temporary equipment and materials completely upon completion of construction.

2. Repair all damage caused by the installation and restore to satisfactory condition.

END OF SECTION

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SECTION 015123 - TEMPORARY HEATING, COOLING AND VENTILATING

1. GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113
2. Temporary Facilities: Section 015200
3. Heating Requirements for Cold Weather Installation and Protection of Materials: Respective specification section for each item of work.

1.2 DEFINITIONS

1. Temporary Enclosures: Sufficient preliminary enclosures of an area of structure, or of an entire building, to prevent entrance or infiltration of rain water, wind or other elements and which will prevent undue heat loss from within enclosed area.
2. Permanent Enclosure: Stage of construction at which all moisture and weather protection elements of construction have been installed in accordance with Contract Documents, either for a portion of structure, or for an entire building.

1.3 DESCRIPTION OF SYSTEM

1. Prior to the building or portion of building being permanently enclosed, the contractor shall provide temporary heat and ventilation and weather protection necessary for its work, as described below. After permanent enclosure, the Construction Manager will arrange for and coordinate temporary heat and ventilation in enclosed areas, required to:
  1. Facilitate progress of Work.
  2. Protect Work and products against dampness and cold.
  3. Prevent moisture condensation on surfaces.
  4. Provide suitable ambient temperatures and humidity levels for installation and curing of materials.
  5. Provide adequate ventilation to meet health regulations for safe working environment.



2. Temperatures Required

1. Generally, 24 hours a day: Minimum of 40 degrees F.
2. 24 hours a day during placing, setting and curing of cementitious materials: As required by specification section for each product.
3. 24 hours a day, seven days prior to, and during, placing of interior finishes: woodwork, resilient floors, painting and finishing: As required by specification section for each product.
4. 24 hours a day after application of finishes, and until Substantial Completion: Minimum of 50 degrees F.

3. Ventilation Required:

1. Contractors shall prevent hazardous accumulations of dusts, fumes, mists, vapors or gases in areas occupied during construction.
  1. Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas.
  2. Dispose of exhaust materials in manner that will not result in harmful dispersal of hazardous substances into atmosphere of occupied areas.
  3. Continuously ventilate storage spaces containing hazardous or volatile materials.
  4. Contractor must provide and use equipment which is furnished with Exhaust Purifiers / Scrubbers or is electrically power-driven when any such equipment produces airborne containments and will be used in an enclosed building.
  5. The contractor shall verify air quality by the use of air monitoring equipment and document the verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.

4. Contractors shall provide adequate ventilation for:

1. Curing installed materials.

2. Dispersal of humidity.
3. Temporary sanitary facilities.
5. Duration of Operations:
  1. For Personnel:
    1. At all times personnel occupy an area subject to hazardous accumulations of harmful elements.
    2. Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful elements.
  2. For curing installed materials: As required by specification section for respective materials.
  3. For humidity dispersal: Continuously ventilate to provide suitable ambient conditions for work.
  4. The Contractor shall maintain supervision and operation of temporary heating and ventilating equipment in order to:
    1. Enforce conformance with applicable codes and standards.
    2. Enforce safe practices.
    3. Prevent abuse of services.

#### 1.4 COSTS OF INSTALLATION AND OPERATION

1. The Contractor shall be responsible for all installation and operating costs for any heat and ventilation as required in this section until the permanent HVAC system is in operation.
2. After the permanent HVAC system is operational, the Owner will pay the costs of fuel for temporary heat and ventilation. The Contractor will pay the costs for maintaining the system until final acceptance by the Owner.
3. The Contractor shall be responsible for all installation and operating costs for any heat required to supplement that which is to be supplied by the Construction Manager in 1.3, above.

#### 1.5 REQUIREMENTS OF REGULATORY AGENCIES

1. The Construction Manager will obtain and pay for permits as required by governing authorities for those activities required by this Section.
2. Contractor shall comply with Federal, State and local codes, and utility company regulations.

## 2. PRODUCTS

### 2.1 MATERIALS

#### 1. General

1. Materials may be new or used, but must be adequate for purposes intended and must not create unsafe conditions nor violate requirements of applicable codes.

### 2.2 EQUIPMENT

1. Standard products, meeting code requirements.
2. Provide required facilities, including piping, wiring and controls.
3. Portable Heater: Standard Units, meeting code requirements.
  1. Safety Controls against explosion, overheating, and carbon monoxide build up.
  2. Vent direct-fired units to outside.
  3. Provide adequate combustion air.
  4. Oil-Fired heaters will not be allowed.

## 3. EXECUTION

### 3.1 GENERAL

1. Comply with applicable sections of Division 15 - Mechanical.
2. Install work in neat and orderly manner.
3. Make structurally, mechanically and electrically sound throughout.

4. Maintain to give safe, continuous service at required times and to provide safe working conditions.
5. Modify and extend system as work progress requires.

### 3.2 INSTALLATION

1. Locate units to provide equitable distribution of heat and air movements.
2. Locate to avoid interference with, or hazards to:
  1. Work or movement of personnel.
  2. Traffic areas.
  3. Materials handling.
  4. Storage areas.
  5. Work of other Contractors.
  6. Finishes.

### 3.3 OPERATION OF PERMANENT EQUIPMENT

1. The Construction Manager will coordinate with Contractor.
2. The Contractor will place permanent HVAC system in operation only upon written authorization by the Construction Manager.
3. Before operating the permanent HVAC equipment, the Contractor shall confirm to the Construction Manager that:
  1. Inspection has been made by proper authorities.
  2. Systems, equipment piping, strainers, filters and associated operating items are sufficiently complete, cleaned, and ready for operation.
  3. Controls and safety devices are complete and tested, or adequate temporary controls are provided.
  4. Before operating the permanent HVAC equipment, the Contractor shall install temporary filters:

1. For air handling units.
2. For permanent ducts.

#### 3.4 REMOVAL

1. The Contractor shall completely remove temporary materials and equipment when no longer required, or on completion of construction.
2. The Contractor shall clean and repair damage caused by temporary installation, and restore equipment to specified or original condition.
3. The Contractor shall remove temporary filters and install new filters, or clean permanent filters, in the permanent HVAC system prior to final acceptance by the Owner.

END OF SECTION

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SECTION 015200 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

1.1 DESCRIPTION

1. Construction Manager and Contractors shall provide all temporary facilities throughout the construction period unless otherwise indicated in the Contract Documents.
2. Construction Manager and Contractors shall pay all costs for providing, maintaining and removing of all temporary facilities unless otherwise indicated in the Contract Documents.

1.2 RELATED WORK SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113.

2. FACILITIES

2.1 TEMPORARY SANITATION FACILITIES

1. Construction Manager will provide and maintain sanitary facilities for all personnel on the project.
2. The number of sanitary facilities required shall be based on the total number of workers employed on the site and shall be in accordance with the provisions of the applicable code.
3. Construction Manager will maintain sanitary facilities in a sanitary and clean condition at all times.

2.2 TEMPORARY WATER

1. Drinking Water: Contractor shall provide potable water for drinking purposes for all his personnel on the site. He shall furnish disposable drinking cups at water stations. Each water station shall be equipped with a suitable trash container for disposal of the drinking cups.
2. Construction Water: Construction Manager will provide and maintain tap locations for construction water of sufficiently pure and potable quality to avoid deleterious effect on any materials used. Location of construction water tap locations will be determined by the Construction Manager depending on the stage of construction of the incoming water service. Contractor shall provide

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and maintain all hoses, piping and valves as required for obtaining construction water from taps provided by the Construction Manager.

2.3 TEMPORARY TELEPHONES

1. Construction Manager will NOT provide any telephones or fax machines for Contractor's personnel. Each Contractor is responsible for its own phones and fax machines.

2.4 FIELD OFFICE

1. During the period of the Work and until final acceptance of the project, the Construction Manager will provide a weatherproof building for the Construction Manager's Field Project Manager(s) and Superintendent(s). Contractor shall make provisions for its own field office, subject to approval by the Construction Manager.

2.5 FIRE PROTECTION

1. Carpentry & General Work will provide and maintain portable fire extinguishers on each floor level and building area. There is to be no less than 1 fire extinguisher per 3,000 square feet. The Number to conform to applicable codes.
2. All contractors shall provide additional fire extinguishers as required by OSHA regulations for its work as required.
3. All fire extinguishers shall be 10lb, Multi-Purpose (ABC) dry chemical, UL labeled, with a rating of 3a:40bc.

2.6 ACCESS ROADS AND PARKING AREAS

1. The Construction Manager will NOT provide and maintain access roads on the site.
2. Neither the Construction Manager nor the Owner will provide parking for Contractor's personnel on or about the project site. All parking provisions required for Contractors will be solely the responsibility of the Contractors or their personnel.

2.7 STORAGE AREAS

1. The Construction Manager will assign storage areas on the site. Storage areas are extremely limited and will be assigned in a manner which will best facilitate the

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work. All storage trailers, must be provided by contractors and all costs for installation, rental, and removal are to be included in base bid. No trailers can be stored on site without prior approval from Construction Manager.

2. Contractor shall provide all other storage space required for its work at off-site locations.
3. All combustible or flammable materials must be safely stored in a secured area in strict accordance with regulations, codes and laws enforced by local, State or Federal agencies, whichever is the most stringent.

#### 2.8 FIRST AID STATION

1. 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.

#### 2.9 SECURITY

1. The Construction Manager will NOT provide security measures at the site: All contractors must secure all materials and equipment daily, as there will be no security throughout the project.
2. All other safety and security measures shall be the responsibility of each Contractor. These measures shall include but are not limited to the provision of secured storage for tools, construction equipment, and materials and equipment scheduled for installation in the building.

#### 2.10 BENCH MARKS AND BASELINE

1. The Construction Manager will lay out and establish and maintain bench marks and baselines.
2. The Contractor shall lay out his own work and shall be responsible for the accuracy of same.
3. Contractor shall check grades, lines, levels and dimensions as shown on the drawings and shall promptly report errors or inconsistencies in same to the Construction Manager before Work proceeds.
4. The Contractor is responsible for damaging or altering the bench marks and baselines established by the Construction Manager and shall bear the costs of replacing same.



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2.11 FIELD OFFICE AND STORAGE TRAILERS

1. Contractor shall provide and maintain its own field office and storage trailers as required.
2. Contractor shall provide temporary heat and power for its field office and storage trailer.
3. Contractor's field offices and storage trailers shall be located as directed by the Construction Manager.

2.12 PROJECT SIGN

1. The Construction Manager will provide a Project Sign naming the major participants, as determined by the Owner.

2.13 TRASH DISPOSAL

1. Each Contractor shall be responsible for daily clean up and depositing its common trash in the dumpsters provided by the Construction Manager each trade
2. The Construction Manager will not provide a trash chute. All contractors utilizing a chute must include all costs in base bid and coordinate locations with Construction Manager.
3. The Construction Manager will provide dumpsters only after demolition is complete, and will arrange for disposal of common, non-hazardous, work-related trash deposited in these dumpsters. However, all demolition and removal of materials being demolished are to be provided by the contractor(s) performing this work.

2.14 HOISTING

1. Contractor shall provide its own materials hoists and cranes. No personnel hoist will be provided.

2.15 SCAFFOLDING AND WORKING PLATFORMS

1. No scaffolding shall be provided by the Construction Manager. Each Contractor shall provide all scaffolding required to perform its Work.

2.16 SAFETY BARRICADES AND RAILINGS

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1. Each contractor shall provide barricades as needed for their work. The methods and materials used in barricading shall be in accordance with OSHA and local code regulations. Barricades and protective barriers will be installed immediately after the installation of the floor slab on any level or part of a level on the Building. Until a level has been fully barricaded, the Structural Contractor will be responsible for maintenance of the barricades. When a warning barricade is used to prohibit employees from entering a restricted work area. The "warning barricade" shall meet the requirements of CFR 1926.502 (f)(2). The supported rope, wire, or chain shall be flagged at not more than 6-foot (1.8 m) intervals with high-visibility material and maintain between 34 and 39 inches above the walking/working surface; Warning signs and tags shall be used in accordance with Subpart G of CFR OSHA Construction Industry Regulations
  2. After the barricades and protective barriers are no longer needed, the Contractor who installed them will remove the barricades from the site. The Construction Manager will determine the location and scheduling of barriers to be removed.
  3. Contractor shall provide for its own barricades at all other trenches, excavations, and locations not specifically identified in Paragraph 1 above.
  4. Contractors who remove barricades shall be responsible for replacing them. If, after proper notification, in writing, from the Construction Manager the responsible Contractor does not correct his deficiencies in safety barricade placement, the Construction Manager reserves the right to undertake this work and backcharge the responsible Contractor(s).
  5. During the execution of his work, Contractor will provide daily maintenance of, and upon completion of same, restore all barricades in a manner acceptable to prevailing safety standards enforced by local, State or Federal ordinance, whichever is most stringent. The intent is to leave no floor penetration or perimeter opening in an unsafe condition.
  6. The Construction Manager shall arrange for temporary ladders required for access to each of the floor levels after the completion of floor slab work, and until the final stairs are ready for use.

#### 2.17 PUMPING AND DRAINAGE

1. All contractors shall provide its own pumping and drainage.
2. When an area is released by one Contractor to another, the Contractor releasing an area shall be responsible for leaving it in a drained condition. The incoming Contractor shall assume responsibility for drainage on the day that he is scheduled to start work in the area. If the incoming Contractor is late in starting

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work, he shall assume responsibility for pumping and drainage arising as a result.

2.18 TEMPORARY BUILDING ENCLOSURES

1. The Construction Manager will equip all temporary exterior doors of the building with self-closing hardware and padlocks.
2. All other temporary enclosures and protection shall be provided by the Contractor requiring the protection.
3. Temporary enclosures required due to late delivery of materials or untimely installation of work shall be the responsibility of the Contractor responsible for the delay.

2.19 TEMPORARY POWER AND LIGHTING

1. Each Contractor shall provide all extension cords and outlets as required for obtaining electric power from power centers provided by the Electrical Contractor. Refer to Section 015113 - TEMPORARY ELECTRIC.
2. Each Contractor shall provide its own additional temporary lighting of sufficient lighting levels to properly install his work.

2.20 TEMPORARY HEAT

1. Each Contractor shall provide temporary heat as required for its operations. Once a building has reached the "Permanent Enclosure" stage, temporary heat will be provided as specified in Section 015123 - TEMPORARY HEAT AND VENTILATION.
2. Equipment and methods of temporary heating shall be reported to the Construction Manager.

2.21 PROTECTION OF ADJACENT MATERIALS

1. Each Contractor shall protect adjacent materials and finishes from damage as a result of its work.

2.22 CLEAN UP

1. Contractor shall arrange for clean up and removal of debris resulting from its operations, and shall dispose of debris in accordance with the provisions of

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Paragraph 2.13 above. Clean up shall be on a continual basis to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and trash.

2. The Contractor will limit use of and ensure that all materials, including waste, that are combustible or flammable will be removed from the building continually, as work progresses, **and at a minimum** at the end of each work day. All trash which is potentially edible or may attract rodents or insects will be disposed of in metal containers and removed by the end of the work day.
3. At completion of its Work, each Contractor shall remove waste materials, rubbish, tools, equipment, and clean up all exposed surfaces in preparation for final cleaning.
4. If, after notification in writing from the Construction Manager, the Contractor does not correct its deficiencies in housekeeping within twenty four (24) hours, the Construction Manager reserves the right to undertake the Work and to backcharge the Contractor.
5. Final clean up prior to Owner occupancy shall be arranged for by the Construction Manager.

#### 2.23 DUST PROTECTION

1. Each Contractor shall erect and maintain dust proof protection whenever its operations will produce dust and dirt that might filter through the building into occupied or finished areas. Contractor shall be responsible for all cleaning required due to its failure to provide adequate dust protection.

#### 2.24 PROTECTION OF EXISTING CONSTRUCTION

1. Each Contractor shall be responsible for all damage that it may cause to materials and equipment stored or installed by other Contractors.

#### 2.25 OTHER

1. Each Contractor shall provide any other Temporary Facilities and services that it requires and which are not specifically identified above.

### 3. PERMITS

- 3.1 The Construction Manager will obtain the Building Permit. All other permits are to be obtained and paid for by the Contractor requiring them.

4. EXECUTION

4.1 GENERAL

1. Contractor shall install all temporary facilities in accordance with applicable codes.
2. Contractor shall maintain temporary facilities for which it is responsible throughout the construction period.
3. Contractor shall remove all temporary facilities for which it is responsible when they are no longer required or when the Construction Manager directs the removal of same.
4. Contractor shall repair all damage to the Project Site caused by the installation of its temporary facilities.

END OF SECTION

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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

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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 Construction Manager.

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 Construction Manager 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.

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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 10 days after Contract Date, Contractor shall submit to Construction Manager 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 seven (7) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. **The contractor will submit any substitution requests to the Construction Manager for transmittal to the Architect. The 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.

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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, through the Construction Manager, 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

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SECTION 017123 - FIELD ENGINEERING

1. GENERAL PROVISIONS

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 The provisions of the section apply to all contracts.

2. SURVEY

2.1 The Owner has NOT prepared a site survey.

3. CONSTRUCTION MANAGER

3.1 The Construction Manager will establish a bench mark and base line from which structures and grades shall be laid out by Contractors as designated in this section. The total extent of this layout is shown on the site drawings. One bench elevation shall be provided.

END OF SECTION

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SECTION 017329 - CUTTING AND PATCHING

1. GENERAL

- 1.1 Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- 1.2 Refer to Other Sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
- 1.3 Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load deflection ratio. Submit proposal and request and obtain Architect's/Engineer's approval before proceeding with cut and patch of structural work.
- 1.4 Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's/Engineer's approval before proceeding with cut and patches of structural work.
- 1.5 Visual/Quality Limitations: Do not cut and patch work exposed to view (exterior and interior) in manner resulting in noticeable reduction of aesthetic qualities and similar qualities, as judged by Architect/Engineer.
1. Engage the original Installer/Fabricator, or (if not available) an acceptable equivalent entity, to cut and patch the following categories of exposed work but not limited to
  2. Exterior wall materials, ie., curtain wall
  3. Finish floor materials, ie., substrate, carpet, ceramic tile
  4. Walls
  5. Ceilings
- 1.6 Limitation on Approvals: Architect's/Engineer's approval to proceed with cutting and patching does not waive right to later acquire removal/replacement of work found to be cut and patched in an unsatisfactory manner, as judged by Architect/Engineer.

2. MATERIALS

- 2.1 General: Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better

performance characteristics.

3. EXECUTION

- 3.1 Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- 3.2 Temporary Support: To prevent failure provide temporary support of work to be cut.
- 3.3 Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
  2. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.
- 3.4 Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
1. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temp. cover openings when not in use.
- 3.5 Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
1. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and finishing.
  2. Patching and fire safing unless specifically identified to be patched on architectural drawings will be provided by the contractor who provided cutting. Where indicated on architectural drawings, patch work will be completed by the Carpentry & General Works contractor. No patching of ceiling tiles will be provided by others. All removal and reinstallations of tiles for the installation and connection of domestic piping are to be provided by this contractor. All other locations will be patched by this contractor.

END OF SECTION

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SECTION 017700 – CONTRACT CLOSEOUT

1. DESCRIPTION OF REQUIREMENTS

1.1 Provisions of this section apply to the procedural requirements for the actual close out of the Work, not to the administrative matters such as final payment or the change over of insurance. Close out requirements relate to both substantial and final completion of the Work; they also apply to individual portions of completed work as well as the Total work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

2. PROCEDURES AT SUBSTANTIAL COMPLETION

2.1 Prerequisites: Contractor shall comply with the General Conditions and complete the following before requesting inspection of the Work, or a designated portion of the Work, for certification of substantial completion:

1. submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, releases of liens, tax certification and similar required documentation for specific units of work, and documents needed to enable Owner's unrestricted occupancy and use;
2. submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items;
3. complete instructions of Owner's operating personnel, and start up of systems; and
4. complete final cleaning and remove temporary facilities and tools.

2.2 Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Construction Manager of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Construction Manager of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.

2.3 Punch List Procedures: Each Contractor shall be given a copy of the punch list with its appropriate work identified. Each Contractor shall be given 9 (nine) calendar work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as required, to complete any incomplete punch list work and retain from the appropriate

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Contractors retainage all costs incurred.

3. PROCEDURES AT FINAL ACCEPTANCE

3.1 Reinspection Procedure: The Architect/Engineer will reinspect the Work upon receipt of the Contractor's notice that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Architect/Engineer, the Work has been completed, including punch list items from earlier inspections. Upon completion of reinspection, the Architect/Engineer will either recommend final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

4. RECORD DOCUMENTATION

4.1 Record Drawings: Contractor shall maintain a complete set of either blue or black line prints of the contract documents and shop drawings for record mark up purposes throughout the Contract Time. Contractor shall mark up these drawings during the course of the Work to show both changes and the actual installation, in sufficient detail to form a complete record for Owner's purposes giving particular attention to work that will be concealed and difficult to measure and record at a later date, and Work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark up. Bind prints into manageable sets, with durable paper cover, appropriately labeled.

4.2 Maintenance Manual: Contractor shall provide 3-ring vinyl covered binders containing required maintenance manuals, properly identified and indexed and including operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system of equipment item.

4.3 State Tax Certification: Contractor shall provide recent Delaware State Tax Certification form as issued by State of Delaware, Department of Finance, Division of Revenue, Carvel State Office Building, 820 N. French Street, Wilmington, Delaware 19801.

4.4 All closeout documentation is to be issued on to EDiS Web Based System BuildingBlok for final acceptance.

5. GENERAL CLOSE OUT REQUIREMENTS

5.1 Operator Instruction: Contractor shall require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient,

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non-failing utilization and operation of systems. Contractor shall provide instructions for the following categories of work:

1. Mechanical/electrical/electronic systems (not limited to work of Division 15 and 16).
2. Roofing, flashing, joint sealers.

6. FINAL CLEANING

6.1 At the time of project close out Contractor shall clean or reclean the Work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Architect/Engineer's inspection for certification of substantial completion:

1. Remove non-permanent protections and labels.
2. Polish glass.
3. Clean exposed finishes.
4. Touch up minor finish damage.
5. Clean or replace mechanical systems filters.
6. Remove debris.
7. Broom clean unoccupied spaces.
8. Sanitize plumbing and food service facilities.
9. Clean light fixtures and replace burned out lamps.
10. Sweep and wash paved areas.
11. Police yards and grounds.

END OF SECTION



**SECTION 02 4100**  
**DEMOLITION**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 1000, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- D. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

**PART 2 PRODUCTS -- NOT USED**

**PART 3 EXECUTION**

3.01 SCOPE

- A. Remove portions of existing building as shown and noted on the Drawings.
- B. Remove other items indicated, for salvage, relocation, and recycling.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Use of explosives is not permitted.
  - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 5. Provide, erect, and maintain temporary barriers and security devices.
  - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 8. Do not close or obstruct roadways or sidewalks without permit.
  - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Do not begin removal until receipt of notification to proceed from Owner.

- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

### 3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

### 3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 .
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, and Electrical): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.

2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  3. Verify that abandoned services serve only abandoned facilities before removal.
  4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.

### 3.05 DEBRIS AND WASTE REMOVAL

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

**END OF SECTION**



## **SECTION 04 2000**

### **UNIT MASONRY**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 10 00, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Concrete Block.
- C. Ceramic Glazed Structural Clay Facing Tile.
- D. Mortar and Grout.
- E. Reinforcement and Anchorage.
- F. Flashings.
- G. Accessories.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 9005 - Joint Sealers: Backing rod and sealant at control and expansion joints.

##### **1.03 REFERENCE STANDARDS**

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; American Concrete Institute International; 2011.
- B. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement; 2007.
- C. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2009a.
- D. ASTM C126 - Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units; 2012.
- E. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2011.
- F. ASTM C150/C150M - Standard Specification for Portland Cement; 2012.
- G. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2006 (Reapproved 2011).
- H. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2012.
- I. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2011.
- J. ASTM C476 - Standard Specification for Grout for Masonry; 2010.
- K. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale); 2012.

##### **1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Shop Drawings: For the following:
  - 1. Pre-Faced CMU's: Show sizes, colors, coursing, and locations of special colors.
  - 2. Embedded Masonry Flashing: showing location of each course in wall section and plan view of each course with all details and stop ends referenced.

### 1.05 QUALITY ASSURANCE

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

### 1.06 MOCK-UP

- A. Construct a masonry wall as a mock-up panel sized 8 feet long by 6 feet high; include mortar and accessories and structural backup in mock-up.
- B. Locate where directed.

### 1.07 DELIVERY, STORAGE, AND HANDLING

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

## **PART 2 PRODUCTS**

### 2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
  - 1. Regional Materials: Provide CMUs that have been manufactured within 500 miles of Project site from aggregates and cement that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.
  - 2. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depths as indicated on the drawings for specific locations.
  - 3. Special Shapes: Provide non-standard blocks configured for corners.
    - a. Provide bullnose blocks at exposed corners.
    - b. Provide square edge blocks for corners scheduled to receive tile or other finishes.
  - 4. Load-Bearing Units: ASTM C90, normal weight.

### 2.02 DECORATIVE CONCRETE MASONRY UNITS

- A. Regional Materials: Provide CMUs that have been manufactured within 500 miles of Project site from aggregates and cement that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.
- B. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
  - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
  - 2. Provide bullnose units for exposed outside corners, including door jambs and other openings in masonry partitions, unless otherwise indicated.
- C. Ground-Face CMUs: ASTM C 90.
  - 1. Basis of Design Product: Subject to compliance with requirements, provide Fizzano Brothers; ground face block or comparable product by one of the following:
    - a. Betco Supreme
  - 2. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2000 psi.
  - 3. Size (Width): Manufactured to the following dimensions:
    - a. 6 inches nominal; 5-5/8 inches actual.
  - 4. Pattern and Texture:
    - a. Pattern, ground-face finish on opposite faces.
  - 5. Color: To be selected

### 2.03 BRICK UNITS

- A. Facing Brick: ASTM C216, Type FBS, Grade SW.
  - 1. Color and texture: Match existing with new or salvaged bricks.

2. Actual size: Match existing.
3. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."

#### 2.04 CLAY TILE UNITS

- A. Manufacturers:
  1. Elgin Butler Company: [www.elginbutler.com](http://www.elginbutler.com).
  2. Substitutions: See section 01 6000 - Product requirements.
- B. Ceramic Glazed Structural Clay Facing Tile: ASTM C126; Grade S (Select); Type I (single-faced units).
  1. Color and texture: Custom mottled finish to match existing.
  2. Size: 6T Series, thickness as indicated.
  3. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn without chipping to produce equivalent effect.

#### 2.05 MORTAR AND GROUT MATERIALS

- A. Masonry Cement: ASTM C91, Not Permitted.
- B. Portland Cement: ASTM C150, Type I; color as required to produce approved color sample.
- C. Hydrated Lime: ASTM C207, Type S.
- D. Mortar Aggregate: ASTM C144.
- E. Grout Aggregate: ASTM C404.
- F. Water: Clean and potable.

#### 2.06 REINFORCEMENT AND ANCHORAGE

- A. Single Wythe Joint Reinforcement: Truss type; ASTM A 82/A 82M steel wire, mill galvanized to ASTM A 641/A 641M, Class 3; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.

#### 2.07 FLASHINGS

- A. Copper/Kraft Paper Flashings: 5 oz/sq ft sheet copper bonded to fiber reinforced asphalt treated Kraft paper.
  1. Manufacturers:
    - a. Hohmann & Barnard, Inc; C-Kraft Duplex: [www.h-b.com](http://www.h-b.com).
- B. Shelf Angles & Lintels: Flashing must be carried through the wall to prevent water from bypassing flashing.
- C. Shelf Angle Soft Joints: Flashing Membrane or Drip must be compatible with wet sealant. Provide letter from flashing manufacturer addressing sealant compatibility.
- D. Lap Sealant: Butyl type as specified in Section 07 9005.

#### 2.08 ACCESSORIES

- A. Preformed Control Joints: Neoprene material. Provide with corner and tee accessories, fused joints.
- B. Joint Filler: Closed cell neoprene; oversized 50 percent to joint width; self expanding; 3.5 inch wide x by maximum lengths available.
  1. Manufacturers:
    - a. Williams Products, Inc.; Product Type NN1, 1040 Series.
    - b. Substitutions: See Section 01 6000 - Product Requirements.

- C. Cavity Mortar Control: Semi-rigid polyethylene or polyester mesh panels, sized to thickness of wall cavity, and designed to prevent mortar droppings from clogging weeps and cavity vents and allow proper cavity drainage.
  - 1. Mortar Diverter: Panels designed for installation at flashing locations.
    - a. Manufacturers:
      - 1) Advanced Building Products Inc: [www.advancedflashing.com](http://www.advancedflashing.com).
      - 2) Mortar Net USA, Ltd: [www.mortarnet.com](http://www.mortarnet.com).
- D. Weeps: Open Head Joints.
- E. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

## 2.09 MORTAR AND GROUT MIXES

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
- B. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio.
- C. Grout: ASTM C476. Consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches.

## PART 3 EXECUTION

### 3.01 COURSING

- A. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- B. Concrete Masonry Units:
  - 1. Bond: Running.
  - 2. Coursing: One unit and one mortar joint to equal 8 inches.
  - 3. Mortar Joints: Concave, except at masonry to receive spray foam provide flush joints fully filled with mortar and mortar droppings removed from ties.
- C. Brick Units:
  - 1. Bond: Running.
- D. Clay Tile Units:

### 3.02 WEEPS/CAVITY VENTS

- A. Install weeps in veneer and cavity walls at 24 inches on center horizontally above through-wall flashing, above shelf angles and lintels, and at bottom of walls.

### 3.03 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
- B. Extend metal flashings to within 1/4 inch of exterior face of masonry.

### 3.04 CONTROL AND EXPANSION JOINTS

- A. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.

### 3.05 CUTTING AND FITTING

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



3.06 CLEANING

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

3.07 PROTECTION

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

**END OF SECTION**



**SECTION 06 1000**  
**ROUGH CARPENTRY**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 10 00, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Fire retardant treated wood materials.
- C. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.
- C. AWWA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2012.
- D. PS 1 - Structural Plywood; 2009.
- E. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology, Department of Commerce; 2010.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials and application instructions.

1.04 DELIVERY, STORAGE, AND HANDLING

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

**PART 2 PRODUCTS**

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.
- C. Provide sustainably harvested wood; see Section 01 6000 for requirements.
- D. Provide wood harvested within a 500 mile radius of the project site.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.

- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

### 2.03 CONSTRUCTION PANELS

- A. Other Applications:
  - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
  - 2. Other Locations: PS 1, C-D Plugged or better.

### 2.04 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

### 2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
- B. Fire Retardant Treatment:
  - 1. Interior Type A: AWWA U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread rating of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.

## **PART 3 EXECUTION**

### 3.01 INSTALLATION - GENERAL

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

### 3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- C. Provide the following specific non-structural framing and blocking:
  - 1. Grab bars.
  - 2. Towel and bath accessories.

### 3.03 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 7419.
  - 1. Comply with applicable regulations.
  - 2. Do not burn scrap on project site.

3. Do not burn scraps that have been pressure treated.
  4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or “waste-to-energy” facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION**



**SECTION 06 2000**  
**FINISH CARPENTRY**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 10 00, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Hanging doors, installing hardware.
- C. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.

1.03 REFERENCE STANDARDS

- A. ANSI A135.4 - American National Standard for Basic Hardboard; 2012.
- B. ANSI A208.1 - American National Standard for Particleboard; 2009.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.
- D. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; Hardwood Plywood & Veneer Association; 2009.
- E. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data:
  - 1. Provide data on fire retardant treatment materials and application instructions.
  - 2. Provide instructions for attachment hardware and finish hardware.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.

**PART 2 PRODUCTS**

2.01 FINISH CARPENTRY ITEMS

2.02 DOORS AND HARWARE

- A. Refer to Section 08 1113 Hollow Metal Doors and Frames for information.
- B. Refer to Section 08 1613 Fiberglass Doors for information.
- C. Refer to Section 08 7102 Hardware for information.

2.03 WOOD TREATMENT

- A. Fire Retardant Treatment (FR-S Type): Chemically treated and pressure impregnated; capable of providing flame spread index of 25, maximum, and smoke developed index of 450, maximum, when tested in accordance with ASTM E84.

**PART 3 EXECUTION**

3.01 INSTALLATION

- A. Set and secure materials and components in place, plumb and level.
- B. Install doors and frames as scheduled.
- C. Install hardware as scheduled.

3.02 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

**END OF SECTION**



## **SECTION 07 9005**

### **JOINT SEALERS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 1000, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Sealants and joint backing.
- C. Precompressed foam sealers.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants; 2010.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- D. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; [www.aqmd.gov](http://www.aqmd.gov).

##### **1.03 ADMINISTRATIVE REQUIREMENTS**

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

##### **1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

##### **1.05 QUALITY ASSURANCE**

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

##### **1.06 FIELD CONDITIONS**

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

##### **1.07 COORDINATION**

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

##### **1.08 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 PRODUCTS**

### **2.01 SEALANTS**

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Type 1 - General Purpose Exterior Sealant: Silicone; ASTM C 920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: To be selected by Architect from manufacturer's full range.
  - 2. Joint Movement Range: +/- 50 percent. (minimum)
  - 3. Product:
    - a. SilPruf NB SCS9000 manufactured by Momentive Performance Materials, Inc (formerly GE Silicones).
    - b. 890FTS manufactured by Pecora Corporation.
    - c. 890FTS TXTR manufactured by Pecora Corporation.
    - d. 795 manufactured by Dow Corning.
  - 4. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between metal frames and other materials.
- C. Type 2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
  - 1. Color: Colors as selected.
  - 2. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- D. Type 3 - Coal tar extended, fuel resistant polyurethane sealant: Not Used.
- E. Type 4 - Fire Resistant Foam Sealant:
  - 1. Manufacturers:
    - a. Dow Corning: Product: 3-6548 RTV Foam.
- F. Type 5 - NOT USED
- G. Type 6 - Bathtub/Tile Sealant: White silicone; ASTM C920, Uses I, M and A; single component, mildew resistant.
  - 1. Applications: Use for:
    - a. Joints between plumbing fixtures and floor and wall surfaces.
    - b. Joints between kitchen and bath countertops and wall surfaces.

### **2.02 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Fire Rated Joint Filler: Pre-engineered, patented, flexible, textile fiberglass roll material with a fiberglass matt facing, containing approximately 30 percent by weight unexpanded vermiculite; Ultra Block manufactured by Backer Rod Manufacturing, Inc.
- E. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

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

#### **3.02 PREPARATION**

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

#### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve the following:
  - 1. Width/depth ratio of 2:1.
    - a. Minimum joint depth: 3/16 inch; Maximum joint depth: 1/2 inch, unless otherwise required by manufacturer.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- D. Install backer rod using blunt or rounded tool to a uniform (+/- 1/8 inch) depth without puncturing the material.
- E. Install bond breaker where joint backing is not used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- H. Tool joints concave.

#### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

#### **3.05 PROTECTION**

- A. Protect sealants until cured.

#### **3.06 SCHEDULE**

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type 1; colors as selected.
- B. Interior Joints for Which No Other Sealant is Indicated: Type 2; color as selected.
- C. Penetrations of Fire Rated Construction: Type 1 with Ultra Block joint filler or Type 4.
- D. Joints Between Plumbing Fixtures and Walls and Floors, and Between Countertops and Walls: Type 6.

**END OF SECTION**



**SECTION 08 1113**  
**HOLLOW METAL DOORS AND FRAMES**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 10 00, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Non-fire-rated steel doors and frames.
- C. Fire-rated steel doors and frames.
- D. Thermally insulated steel doors.

1.02 ALTERNATES

- A. Refer to Scope of Information Sheets for description of work under this Section affected by alternates.

1.03 RELATED REQUIREMENTS

- A. Section 08 7100 - Door Hardware.
- B. Section 08 8000 - Glazing: Glass for doors and borrowed lites.

1.04 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 2003 (R2008).
- D. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2011).
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- F. ASTM C1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2011.
- G. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames; 2006.
- H. ICC A117.1 - Accessible and Usable Buildings and Facilities; International Code Council; 2009 (ANSI).
- I. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2007.
- J. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2013.
- K. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.
- L. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.

- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

### **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

- A. Steel Doors and Frames:
  - 1. Assa Abloy Ceco, Curries, or Fleming: [www.assaabloydss.com](http://www.assaabloydss.com).
  - 2. De La Fontaine Inc; Hollow Metal Door Model \_\_\_\_: [www.delafontaine.com](http://www.delafontaine.com).
  - 3. De La Fontaine Inc; Windstorm-Resistant Steel Door and Frame; door style \_\_\_\_: [www.delafontaine.com](http://www.delafontaine.com).
  - 4. De La Fontaine Inc; Hollow Metal Frame \_\_\_\_ Profile: [www.delafontaine.com](http://www.delafontaine.com).
  - 5. Republic Doors: [www.republicdoor.com](http://www.republicdoor.com).
  - 6. Steelcraft, an Allegion brand: [www.allegion.com/us](http://www.allegion.com/us).
  - 7. Technical Glass Products; SteelBuilt Window & Door Systems: [www.tgpamerica.com](http://www.tgpamerica.com).
  - 8. Substitutions: See Section 01 6000 - Product Requirements.

#### 2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
  - 1. Accessibility: Comply with ICC A117.1 and ADA Standards.
  - 2. Door Top Closures: Flush with top of faces and edges.
  - 3. Door Edge Profile: Beveled on both edges.
  - 4. Door Texture: Smooth faces.
  - 5. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
  - 6. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
  - 7. Galvanizing for Units in Wet Areas: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness
  - 8. Finish: Factory primed, for field finishing.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

#### 2.03 STEEL DOORS

- A. Exterior Doors:
  - 1. Grade: ANSI A250.8 - SDI-100; Level 3 - Extra Heavy-Duty, Physical Performance Level A, Model 2 - Seamless.
  - 2. Core: Polystyrene.
  - 3. Thickness: 1-3/4 inch.
  - 4. Top Closures for Outswinging Doors: Flush with top of faces and edges.

5. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
  6. Insulating Value: U-value of 0.50, when tested in accordance with ASTM C1363.
  7. Weatherstripping: Separate, see Section 08 7100.
- B. Interior Doors, Non-Fire-Rated:
1. Grade: ANSI A250.8 - SDI-100; Level 3 - Extra Heavy-Duty, Physical Performance Level A, Model 2 - Seamless.
  2. Core: Kraftpaper honeycomb.
  3. Thickness: 1-3/4 inch.
- C. Interior Doors, Fire-Rated:
1. Grade: ANSI A250.8 - SDI-100; Level 3 - Extra Heavy-Duty, Physical Performance Level A, Model 2 - Seamless.
  2. Fire Rating: As indicated on Door and Frame Schedule, tested in accordance with UL 10C ("positive pressure").
    - a. Rate of Temperature Rise Across Door Thickness : 250 degrees F.
    - b. Provide units listed and labeled by UL (Underwriters Laboratories) - UL (BMD).
    - c. Attach fire rating label to each fire rated unit.
  3. Core: Mineral board.
  4. Thickness: 1-3/4 inch.

#### 2.04 STEEL FRAMES

- A. General:
1. Comply with the requirements of grade specified for corresponding door, except:
    - a. ANSI A250.8 - SDI-100, Level 2 and 3 Door Frames: 14 gage, 0.067 inch, minimum thickness.
  2. Finish: Same as for door.
  3. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
  4. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inches high to fill opening without cutting masonry units.
  5. Frames Wider than 48 Inches: Reinforce with steel channel fitted tightly into frame head, flush with top.
  6. Provide kerfed stops for inserted weatherstripping.
- B. Exterior Door Frames: Fully welded.
1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
  2. Weatherstripping: Separate, see Section 08 7100.
- C. Interior Door Frames, Non-Fire-Rated: Knock-down type
- D. Interior Door Frames, Fire-Rated: Knockdown type.
1. Fire Rating: Same as door, labeled.

#### 2.05 ACCESSORY MATERIALS

- A. Glazing: As specified in Section 08 8000, factory installed.
- B. Removable Stops: Formed sheet steel, shape as indicated on drawings, butted corners; prepared for countersink style tamper proof screws.
- C. Astragals for Double Doors: Specified in Section 08 7100.
1. Fire-Rated Doors: Steel, shape as required to accomplish fire rating.

- D. Grout for Frames: Portland cement grout of maximum 4-inch slump for hand troweling; thinner pumpable grout is prohibited.
- E. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- F. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

#### 2.06 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard.
- B. Bituminous Coating: Asphalt emulsion or other high-build, water-resistant, resilient coating.

### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

#### 3.02 PREPARATION

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

#### 3.03 INSTALLATION

- A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
- B. In addition, install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.
- D. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- E. Coordinate installation of hardware.
- F. Coordinate installation of glazing.

#### 3.04 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

#### 3.05 ADJUSTING

- A. Adjust for smooth and balanced door movement.
- B. Test sound control doors for force to close, latch, and unlatch; adjust as required to comply.

#### 3.06 SCHEDULE

- A. Refer to Door and Frame Schedule on the drawings.
- B. New frames in existing openings shall be knock-down type.
- C. New frames in new openings shall be fully welded type.

**END OF SECTION**



## **SECTION 08 4313**

### **ALUMINUM-FRAMED STOREFRONTS**

#### **PART 2 PRODUCTS**

##### **1.01 STOREFRONT**

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
  - 1. Glazing Rabbet: For 1 inch insulated glazing.
  - 2. Glazing Position: Centered (front to back).
  - 3. Vertical Mullion Dimensions: 2 x 4.5 inches.
  - 4. Finish: Class I natural anodized.
    - a. Factory finish all surfaces that will be exposed in completed assemblies.
    - b. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.
  - 5. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
  - 6. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
  - 7. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
  - 8. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
  - 9. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
  - 10. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
  - 11. Basis of Design: Subject to compliance with requirements, provide Kawneer North America; TRIFAB 451 or comparable product by one of the following:
    - a. Other Acceptable Manufacturers:
      - 1) YKK AP America Inc.
      - 2) United States Aluminum Corp.

##### **1.02 FABRICATION**

**END OF SECTION**



**SECTION 08 7102**  
**DOOR HARDWARE**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 1000, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Section includes furnishing and installation of door hardware for doors specified in "Hardware Sets" and required by actual conditions. Including screws, bolts, expansion shields, electrified door hardware, and other devices for proper application of hardware.
- C. Where items of hardware are not specified and are required for intended service, such omission, error or other discrepancy shall be submitted to Architect fourteen calendar days prior to bid date for clarification by addendum.
- D. Products supplied but not installed under this Section:
  - 1. Hardware for aluminum doors will be furnished under this Section, but installed under Division 08 00 00 Openings
  - 2. Final replacement of cylinder cores to be installed by Owner.
- E. Refer to Division 1 for alternates that may affect work of this Section.
- F. Related Divisions:
  - 1. Division 08 00 00 Openings
  - 2. Division 26 00 00 Electrical

1.02 REFERENCES

- A. American National Standards Institute/Builders Hardware Manufacturers Association (ANSI):
  - 1. ANSI/BHMA A156.1 Butts & Hinges (2006)
  - 2. ANSI/BHMA A156.2 Bored & Preassembled Locks & Latches (2003)
  - 3. ANSI/BHMA A156.3 Exit Devices (2008)
  - 4. ANSI/BHMA A156.4 Door Controls - Closers (2008)
  - 5. ANSI/BHMA A156.5 Auxiliary Locks (2010)
  - 6. ANSI/BHMA A156.6 Architectural Door Trim (2010)
  - 7. ANSI/BHMA A156.7 Template Hinge Dimensions (2009)
  - 8. ANSI/BHMA A156.8 Door Controls - Overhead Stops and Holders (2010)
  - 9. ANSI/BHMA A156.15 Closer Holder Release Devices (2006)
  - 10. ANSI/BHMA A156.16 Auxiliary Hardware (2008)
  - 11. ANSI/BHMA A156.18 Materials & Finishes (2006)
  - 12. ANSI/BHMA A156.21 Thresholds (2009)
  - 13. ANSI/BHMA A156.22 Door Gasketing Systems (2005)
  - 14. ANSI/BHMA A156.26 Continuous Hinges (2006)
  - 15. ANSI/BHMA A156.28 Keying Systems (2007)
  - 16. ANSI/BHMA A156.29 Exit Locks and Alarms (2007)
  - 17. ANSI/BHMA A156.30 High Security Cylinders (2003)
  - 18. ANSI/BHMA A156.115 Hardware Preparation in Steel Doors and Steel Frames (2006)
  - 19. ANSI/BHMA A156.115W Hardware Preparation in Wood Doors with Wood or Steel Frames (2006)
- B. International Code Council/American National Standards Institute (ICC/ANSI)/ADA:
  - 1. ICC/ANSI A117.1 Standards for Accessible and Usable Buildings and Facilities (2003)

2. Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- C. Underwriters Laboratories, Inc. (UL):
  1. UL 10C Positive Pressure Fire Test of Door Assemblies
  2. UL 1784 Air Leakage Test of Door Assemblies
  3. UL/ULC Listed
- D. Door and Hardware Institute (DHI):
  1. DHI Publication - Keying Systems and Nomenclature (1989)
  2. DHI Publication - Abbreviations and Symbols
  3. DHI Publication - Installation Guide for Doors and Hardware
  4. DHI Publication - Sequence and Format of Hardware Schedule (1996)
- E. National Fire Protection Agency (NFPA)
  1. NFPA 70 National Electrical Code (2008)
  2. NFPA 80 Standard for Fire Doors and Other Opening Protective's (2007)
  3. NFPA 101 Life Safety Code (2012)
  4. NFPA 105 Standard for the Installation of Smoke Door Assemblies (2007)
- F. Building Codes
  1. IBC International Building Code (2012)
  2. Local Building Code

### 1.03 SUBMITTALS

- A. Submit in accordance with Conditions of the Contract and Division 1 Administrative Requirements.
- B. Shop Drawings:
  1. Hardware schedule shall be organized in vertical format illustrated in DHI Publications Sequence and Formatting for the Hardware Schedule. Include abbreviations and symbols page according to DHI Publications Abbreviations and Symbols. Complete nomenclature of items required for each door opening as indicated.
  2. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of hardware.
  3. Architectural Hardware Consultant (AHC), as certified by DHI, who shall affix seal attesting to completeness and correctness, shall review hardware schedule prior to submittal.
- C. Submit manufacturer's catalog sheet on design, grade and function of items listed in hardware schedule. Identify specific hardware item per sheet, provide index, and cover sheet.
- D. Coordination:
  1. Distribute door hardware templates to related divisions within fourteen calendar days of approved hardware schedule.
- E. Closeout Submittals: Submit to Owner in a three ring binder or CD if requested.
  1. Warranties.
  2. Maintenance and operating manual.
  3. Maintenance service agreement.
  4. Record documents.
  5. Copy of approved hardware schedule.
  6. Copy of approved keying schedule with bitting list.
  7. Hardware supplier name, phone number and fax number.

#### 1.04 QUALITY ASSURANCE

- A. Hardware supplier shall employ an Architectural Hardware Consultant (AHC) as certified by DHI and a member of the seal program who shall be available at reasonable times during course of work for Project hardware consultation.
- B. Door hardware shall conform to ICC/ANSI A117.1.
  - 1. Handles, Pulls, Latches, Locks and operating devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
- C. Fire Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL 10C, unless otherwise indicated.
- D. Smoke and Draft Control Door Assemblies: Where smoke and draft control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
- E. Door hardware shall be certified to ANSI/BHMA standards as noted, participate and be listed in BHMA Certified Products Directory.
- F. Substitution request: Refer to Division 1 Substitutions for procedures to submit products meeting the requirements in this Section.
- G. Pre-installation Meeting: Comply with requirements in Division 1 Section "Project Meetings."
  - 1. Convene meeting seven days before installation. Participants required to attend:
    - a. Contractor, installer, material supplier, manufacturer representatives.
  - 2. Include in conference decisions regarding proper installation methods and procedures for receiving and handling hardware.
  - 3. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
- H. Within fourteen days of receipt of approved door hardware submittals contact Owner with representative from hardware supplier to establish a keying conference. Verify keyway, visual key identification, number of master keys and keys per lock. Provide keying system per Owners instructions.
- I. Installer Qualifications: Specialized in performing installation of this Section and shall have five years minimum documented experience.
- J. Hardware listed in 3.07- Hardware Schedule is intended to establish a type and grade.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Provide a clean, dry and secure room for hardware delivered to Project but not yet installed.
- B. Furnish hardware with each unit marked and numbered in accordance with approved finish hardware schedule. Include door and item number for each type of hardware.
- C. Pack each item complete with necessary parts and fasteners in manufacturer's original packaging.
- D. Deliver permanent keys, cores to Owner via registered mail or overnight package service. Instructions for delivery to Owner shall be established at "Keying Conference."
- E. Waste Management and Disposal
  - 1. Separate waste materials for reuse or recycling in accordance with Division 1.

## 1.06 WARRANTY

- A. General Warranty: Owner may have under provisions of the Contract Documents and shall be an addition and run concurrent with other warranties made by Contractor under requirements of the Contract documents.
- B. Special Warranty: Warranties specified in this article shall not deprive Owner of other rights. Contractor, hardware supplier, and hardware installer shall be responsible for servicing hardware and keying related problems.
  - 1. Ten years for manual door closers.
  - 2. Five years for mortise, auxiliary and bored locks.
  - 3. Five years for exit devices.
  - 4. Two years for electromechanical door hardware.
- C. Products judged defective during warranty period shall be replaced or repaired in accordance with manufacturer's warranty at no cost to Owner. There is no warranty against defects due to improper installation, abuse and failure to exercise normal maintenance.

## PART 2 - PRODUCTS

### 2.01 HINGES

- A. Hinges, continuous hinges shall be of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Products to be certified and listed by the following:
  - 1. Butts and Hinges: ANSI/BHMA A156.1
  - 2. Template Hinge Dimensions: ANSI/BHMA A156.7
  - 3. Self-Closing Hinges: ANSI/BHMA 156.17
  - 4. Continuous Hinges: ANSI/BHMA A156.26
- C. Butt Hinges:
  - 1. Hinge weight and size unless otherwise indicated in hardware sets:
    - a. Doors up to 36" wide and up to 1-3/4" thick provide hinges with a minimum thickness of .134" and a minimum of 4-1/2" in height.
    - b. Doors from 36" wide up to 42" wide and up to 1-3/4" thick provide hinges with a minimum thickness of .145" and a minimum of 4-1/2" in height.
    - c. For doors from 42" wide up to 48" wide and up to 1-3/4" thick provide hinges with a minimum thickness of .180" and a minimum of 5" in height.
    - d. Doors greater than 1-3/4" thick provide hinges with a minimum thickness of .180" and a minimum of 5" in height.
    - e. Width of hinge is to be minimum required to clear surrounding trim.
  - 2. Base material unless otherwise indicated in hardware sets:
    - a. Exterior Doors: 304 Stainless Steel, Brass or Bronze material.
    - b. Interior Doors: Steel material.
    - c. Fire Rated Doors: Steel or 304 Stainless Steel materials.
    - d. Stainless Steel ball bearing hinges shall have stainless steel ball bearings. Steel ball bearings are unacceptable.
  - 3. Quantity of hinges per door unless otherwise stated in hardware sets:
    - a. Doors up to 60" in height provide 2 hinges.
    - b. Doors 60" up to 90" in height provide 3 hinges.
    - c. Doors 90" up to 120" in height provide 4 hinges.
    - d. Doors over 120" in height add 1 additional hinge per each additional 30" in height.
    - e. Dutch doors provide 4 hinges.
  - 4. Hinge design and options unless otherwise indicated in hardware sets:

- a. Hinges are to be of a square corner five-knuckle design, flat button tips and have ball bearings unless otherwise indicated in hardware sets.
  - b. Out-swinging exterior and out-swinging access controlled doors shall have non-removable pins (NRP) to prevent removal of pin while door is in closed position.
  - c. When full width of opening is required, use hinges that are designed to swing door completely from opening when door is opened to 95 degrees.
  - d. Provide mortar boxes for frames that require any electrically modified hinges if not an integral part of frame.
  - e. When shims are necessary to correct frame or door irregularities, provide metal shims only.
5. Acceptable Manufactures:
- |             | Standard Weight | Heavy Weight    |
|-------------|-----------------|-----------------|
| a. Hager    | BB1279/BB1191   | BB1168/BB1199   |
| b. Bommer   | BB5000/BB5002   | BB5004/BB5006   |
| c. McKinney | TA2714/TA2314   | T4A3786/T4A3386 |

## 2.02 CONTINUOUS HINGES

- A. Continuous hinges shall be of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Products to be certified and listed by the following:
  1. Continuous Hinges: ANSI/BHMA A156.26 Grade 1
- C. Continuous Geared Hinges:
  1. Determine model number by door and frame application, door thickness, frequency of use, and fire rating requirements according to manufacturer's recommendations.
    - a. Length of hinge shall be 1" less door height unless otherwise stated in hardware sets.
- D. Material and Design:
  1. Base material: Anodized aluminum manufactured from 6063-T6 material, unexposed working metal surfaces shall be coated with TFE dry lubricant
  2. Bearings:
    - a. Vertical loads shall be carried on Lubriloy RL bearings for non Fire Rated doors.
    - b. Standard weight hinges shall have a minimum spacing between bearings of 5-1/8". Typical door from 80" to 84" in height to have a minimum of 16 bearings.
    - c. Heavy Weight hinges shall have a minimum spacing between bearings of 2-9/16". Typical door from 80" to 84" in height to have a minimum of 32 bearings.
  3. Options:
    - a. Removable Electric Through-Wire (RETW) shall have appropriate number of wires to transfer power through door frame to door for proper connection of finish hardware. Provide RETW in a form that can be removed for connection, servicing without removing entire hinge from door and frame, and certified to handle an amperage rating of 3.5AMPS/continuous duty with 16.0AMPS/intermittent duty.
    - b. Hinges shall have Rounded Back Cover Channel (RBCC).
    - c. When full width of opening is required, use hinges that are designed to swing door completely from opening when door is opened to 95 degrees.
    - d. Fire rated hinges shall carry UL certification, up to and including 90-minute applications for wood doors and up to 3-hour applications for metal doors.
- E. Acceptable Manufactures:
  1. Hager Companies

	Heavy Duty
1. Hager Companies	780-224HD 780-210HD

- 2. Bommer FM120HD
- 3. Zero 914A

2.03 FLUSH BOLTS AND COORDINATORS

- A. Flushbolts shall be of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Manufacturer to be listed by the following:
  - 1. Auxiliary Hardware: ANSI/BHMA A156.16
- C. Labeled openings: Provide automatic or constant latching flush bolts per hardware schedule for inactive leaf of pairs of doors. Provide dust proof strikes for bottom bolt.
- D. Non-Labeled openings: Provide two flush bolts for inactive leaf of pairs of doors per hardware schedule. Top bolt shall not be more than 78" centerline from floor. Provide dust proof strike for bottom bolt.
- E. Acceptable Manufactures:
 

	Manual Flush Bolt	Auto Flush Bolt	Dust Proof Strike	
1. Hager Companies	282D		291D/292D/295W/295M	280X
2. Rockwood	555		1942	570
3. Trimco	3917		3815	3911
- F. Coordinators: Provide for labeled pairs of doors with automatic flush bolts or with vertical rod exit device with a mortise-locking device per hardware schedule. Provide filler piece to extend full width of stop on frame. Provide mounting brackets for closers and special preparation for latches where applicable.
- G. Acceptable Manufactures:
 

	Coordinator	Bracket	Bracket for stops greater than 2-1/4"	
1. Hager Companies	297D		297M	297N
2. Rockwood	1600		1601AB	1601C
3. Trimco	3094		3095	3096

2.04 LOCKS AND LATCHES (GRADE 1 CYLINDRICAL)

- A. Locks and latches shall be of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Product to be certified and listed by following:
  - 1. ANSI/BHMA A156.2 Series 4000 Certified to Grade 1.
  - 2. ANSI/BHMA A250.13 Certified for a minimum design load of 1150lbf (100psf) for single out swinging doors measuring 36" in width and 84" in height and a minimum design load of 1150lbf (70psf) for out swinging single doors measuring 48" in width and 84" in height.
  - 3. UL/cUL Labeled and listed for functions up to 3 hours for single doors up to 48" in width and up to 96" in height.
  - 4. UL10C/UBC 7-2 Positive Pressure Rated.
  - 5. ICC/ANSI A117.1.
- C. Lock and latch function numbers and descriptions of manufactures series as listed in hardware sets.
- D. Material and Design:
  - 1. Lock and Latch chassis to be Zinc dichromate for corrosion resistance.
  - 2. Keyed functions to be of a freewheeling design to help resists against vandalism.
  - 3. Non-handed, field reversible.
  - 4. Thru-bolt mounting with no exposed screws.
  - 5. Levers shall be Zinc cast and plated to match finish designation in hardware sets.



6. Roses shall be of solid Brass or Stainless Steel material.
- E. Latch and Strike:
1. Stainless Steel latch bolt with minimum of ½” throw and deadlocking for keyed and exterior functions. Provide ¾” latchbolt for pairs of fire rated doors. Standard backset to be 2-¾” and faceplate shall be adjustable to accommodate a square edge door or a standard 1/8” beveled edge door.
  2. Strike is to fit a standard ANSI A115 prep measuring 1-1/4” x 4-7/8” with proper lip length to protect surrounding trim.
- F. Acceptable Manufactures:
1. Schlage: ND Series - Everest - no equal
- 2.05 DEADBOLTS (GRADE 1)
- A. Deadbolts shall be of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Manufacturer to be certified by the following:
1. Auxiliary Locks: ANSI/BHMA A156.5 Grade 1
  2. UL/cUL listed for functions up to 3 hours for “A” label
  3. UL10C/UBC 7-2 Positive Pressure Rated
- C. Deadbolt function numbers and descriptions of manufactures series as listed in hardware sets.
- D. Material and Design:
1. Latch bolt 1”throw, material brass with concealed harden steel roller to prevent sawing or cutting.
  2. Freewheeling collar design to help resists against vandalism.
  3. Non-handed, field reversible.
- E. Acceptable Manufactures:
1. Hager Companies: 3830S Series.
  2. Schlage:
  3. Sargent:
- 2.06 EXIT DEVICES (GRADE 1)
- A. Shall be touch pad type, finish to match balance of door hardware. Exit Devices shall be of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Manufacturer to be certified and or listed by the following:
1. BHMA Certified ANSI A156.3 Grade 1
  2. UL/cUL Listed for up to 3 hours for “A” labeled doors
  3. UL10C/UBC 7-2 Positive Pressure Rated
  4. UL10B Neutral Pressure Rated
  5. UL 305Listed for Panic Hardware
- C. Material and Design:
1. Touch pad shall extend a minimum of one half-door width. Freewheeling lever design shall match design of locks levers. Exit device to mount flush with door.
  2. Latchbolts:
    - a. Rim device - ¾” throw, Pullman type with automatic dead-latching, stainless steel
    - b. Surface vertical rod device - Top ½” throw, Pullman type with automatic dead-latching, stainless steel. Bottom ½” throw, Pullman type, held retracted during door swing, stainless steel.
  3. Fasteners: Wood screws, machine screws and thru-bolts.

- D. Lock and Latch Functions: Function numbers and descriptions of manufacturer's series and lever styles indicated in door hardware sets.
- E. Acceptable Manufactures:
  - 1. Hager Companies: 4500 Series
  - 2. Von Duprin: 98 Series
  - 3. Sargent: 80 Series

#### 2.07 CYLINDERS AND KEYING

- A. Cylinders shall be of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Manufacturer shall meet the following:
  - 1. Auxiliary Locks: ANSI/BHMA A156.5
  - 2. DHI Handbook "Keying systems and nomenclature" (1989)
- C. Cylinders:
  - 1. Schlage Everest cores for interior and Primus for exterior.
  - 2. Shall be furnished with cams/tailpieces as required for locking device that is being furnished for project.
- D. Keying:
  - 1. Contact Owner with representative from hardware supplier to establish a keying conference. Verify keyway, visual key identification, number of master keys and keys per lock. Provide keying system per Owners instructions.
  - 2. Copy of Owners approved keying schedule shall be submitted to Owner and Architect with documentation of which keying conference was held and Owners sign-off.
  - 3. Provide a bitting list to Owner of combinations as established, and expand to twenty five percent for future use or as directed by Owner.
  - 4. Key into Owner's existing keying system.
  - 5. Keys to be shipped to Owner's representative, individually tag per keying conference.
  - 6. Provide visual key control identification on keys.
- E. Acceptable manufactures:
  - 1. Schlage - no equal

#### 2.08 PUSH/PULL PLATES AND BARS

- A. Push and pull plates shall be of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Manufacturer to be certified by the following:
  - 1. Architectural Door Trim: ANSI/BHMA A156.6
  - 2. Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- C. Push plates: .050" thick, square corner and beveled edges with counter sunk screw holes. Width and height as stated in hardware sets.
  - 1. Acceptable Manufactures:
    - a. Hager Companies: 30S
    - b. Rockwood
    - c. Trimco
- D. Pull plates: .050" thick, square corner and beveled edges. Width and height as stated in hardware sets, 3/4" diameter pull, with clearance of 2-1/2" from face of door.
  - 1. Acceptable Manufactures:
    - a. Hager Companies: H33
    - b. Rockwood
    - c. Trimco

- E. Push Pull Bar Sets: 1" round bar stock with 2 ½" clearances from face of door. Offset to be 3", 90-degree standard. Center to center size should be door width less 1 stile width.
  - 1. Acceptable Manufacturers:
    - a. Hager Companies: H160D
    - b. Rockwood
    - c. Trimco
- F. Back-to-Back pulls for Pocket/Barn Doors: 3" clearance from face of door
  - 1. Acceptable Manufactures:
    - a. Hager Companies: H20L
    - b. Rockwood: RM301
    - c. Trimco: 1195-3J

#### 2.09 CLOSERS (CAST IRON BODY GRADE 1)

- A. Shall be product of one manufacturer. Unless otherwise indicated on hardware schedule, comply with manufacturer's recommendation for size of closer, depending on width of door, frequency of use, atmospheric pressure, ADAAG requirements, and fire rating.
- B. Standards: Manufacturer to be certified and or listed by the following:
  - 1. BHMA Certified ANSI A156.4 Grade 1
  - 2. ADA Compliant ANSI A117.1
  - 3. UL/cUL Listed up to 3 hours.
  - 4. UL10C Positive Pressure Rated
  - 5. UL10B Neutral Pressure Rated
- C. Material and Design:
  - 1. Provide cast iron non-handed bodies with full plastic covers.
  - 2. Closers shall have separate staked adjustable valve screws for latch speed, sweep speed, and backcheck.
  - 3. Provide Tri-Pack arms and brackets for regular arm, top jamb, and parallel arm mounting.
  - 4. One-piece seamless steel spring tube sealed in hydraulic fluid.
  - 5. Double heat-treated steel tempered springs.
  - 6. Precision-machined heat-treated steel piston.
  - 7. Triple heat-treated steel spindle.
  - 8. Full rack and pinion operation.
- D. Mounting:
  - 1. Out swing doors shall have surface parallel arm mount closers except where noted on hardware schedule.
  - 2. In swing doors shall have surface regular arm mount closers except where noted on hardware schedule.
  - 3. Provide brackets and shoe supports for aluminum doors and frames to mount fifth screw.
  - 4. Furnish drop plates where top rail conditions on door do not allow for mounting of closer and where backside of closer is exposed through glass.
- E. Size closers in compliance with requirements for accessibility (ADDAG). Comply with following maximum opening force requirements.
  - 1. Interior hinged openings: 5.0 lbs.
  - 2. Fire rated and exterior openings shall have minimum opening force allowable by authority having jurisdiction.
- F. Fasteners: Provide self-reaming and self-tapping wood and machine screws and sex nuts and bolts for each closer.

- G. Acceptable manufactures:
  - 1. Hager Companies: 5100 Series
  - 2. LCN: 4040 Series
  - 3. Sargent: 281 Series

## 2.10 PROTECTIVE TRIM

- A. Size of protection plate: Single doors, size two inches less door width (LDW) on push side of door, and one inch less on pull side of door. For pairs of doors, size one inch less door width (LDW) on push side of door, and ½ inch on pull side of door.
  - 1. Kickplates 10” high or sized to door bottom rail height
  - 2. Mop Plates 4” high.
- B. Standards: Manufacturer shall meet requirements for:
  - 1. Architectural Door Trim: ANSI/BHMA A156.6
  - 2. UL
- C. Material and Design:
  - 1. 0.050” gage stainless steel
  - 2. Corners shall be square. Polishing lines or dominant direction of surface pattern shall run across the door width of plate.
  - 3. Bevel top, bottom and sides uniformly leaving no sharp edges. Edges shall be de-burred.
  - 4. Countersink holes for screws. Screws holes shall be spaced equidistant eight inches CTC, along a centerline not over ½ inch in from edge around plate. End screws shall be a maximum of 0.53 inch from corners.
- D. UL label stamp required on protection plates when top of plate is more than 16 inches above bottom of door on fire rated openings. Verify door manufactures UL listing for maximum height and width of protection plate to be used.
- E. Acceptable Manufactures:
  - 1. Hager Companies: 194S
  - 2. Rockwood: K1050
  - 3. Burns: KP50, MP50

## 2.11 STOPS AND HOLDERS

- A. Wall Stops: Provide door stops wherever necessary to prevent door or hardware from striking an adjacent partition or obstruction. Provide wall stops when possible. Door stops and holders mounted in concrete floor or masonry walls shall have stainless steel machine screws and lead expansion shields.
- B. Standards: Manufacturer shall meet requirements for:
  - 1. Auxiliary Hardware: ANSI/BHMA A156.16
- C. Acceptable Manufactures:

	Convex	Concave	Floor	
1.	Hager Companies	230W	234W	242F
2.	Rockwood	402	403	441H
3.	Burns	560	565	521
- D. Overhead Stops and Holders: Provide overhead stop and holders for doors that open against equipment, casework sidelights and other objects that would make wall stops/holders and floor stops/holders inappropriate. Provide sex bolt attachments for mineral core wood door applications.
- E. Standards: Manufacturer shall be certified by the following:
  - 1. Overhead Stops and Holders: ANSI/BHMA A156.8 Grade 1

F. Acceptable Manufactures:

	Heavy Duty Surface	Heavy Duty Concealed	
1.	Hager Companies	7000-S	7000-C
2.	Rixson	9 Series	6 Series
3.	Glynn Johnson	90 Series	100 Series

2.12 DOOR GASKETING AND WEATHERSTRIP

- A. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing where indicated on hardware schedule. Provide non-corrosive fasteners for exterior applications.
1. Perimeter gasketing: Apply to head and jamb, forming seal between door and frame.
  2. Meeting stile gasketing: Fasten to meeting stiles, forming seal when doors are in closed position.
  3. Door bottoms: Apply to bottom of door, forming seal with threshold or floor when door is in closed position.
  4. Sound Gasketing: Cutting or notching for stop mounted hardware not permitted.
  5. Drip Guard: Apply to exterior face of frame header. Lip length to extend 4” beyond width of door.
- B. Standards: Manufacturer shall meet requirements for:
1. Door Gasketing and Edge Seal Systems: ANSI/BHMA A156.22
- C. Smoke-Labeled Gasketing: Comply with NFPA 105 listed, labeled, and acceptable to authorities having jurisdiction, for smoke control indicated.
1. Provide smoke labeled gasketing on 20 minute rated doors and on smoke rated doors.
- D. Fire-Rated Gasketing: Comply with NFPA 80 listed, labeled, and acceptable to Authorities Having Jurisdiction, for fire ratings indicated.

2.13 THRESHOLDS

- A. Set thresholds for exterior and acoustical openings in full bed of sealant with lead expansion shields and stainless steel machine screws complying with requirements specified in Division 7 Section “Joint Sealants”. Notched in field to fit frame by hardware installer. Refer to Drawings for special details.
- B. Standards: Manufacturer to be certified by the following:
1. Thresholds: ANSI/BHMA A156.21
  2. Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- C. Acceptable Manufactures:
1. National Guard Products: 896
  2. Hager Companies: 412S and 413S
  3. Zero
  4. Reese

2.14 SILENCERS

- A. Where smoke, light, or weather seal are not required, provide three silencers per single door frame, two per double door frame and four per Dutch door frame.
- B. Standards: Manufacturer shall meet requirements for:
1. Auxiliary Hardware: ANSI/BHMA A156.16
- C. Acceptable Manufactures:
- |    | Hollow Metal Frame | Wood Frame |      |
|----|--------------------|------------|------|
| 1. | Hager Companies:   | 307D       | 308D |
| 2. | Rockwood:          | 608        | 609  |

3. Trimco:

2.15 FINISHES

- A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if within range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within range of approved Samples.
- B. Comply with base material and finish requirements indicated by ANSI/BHMA A156.18 designations in hardware schedule.

**PART 3 - EXECUTION**

3.01 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install hardware per manufacturer's instructions and in compliance with:
  - 1. NFPA 80.
  - 2. NFPA 105.
  - 3. ICC/ANSI A117.1.
  - 4. ANSI/BHMA A156.115 Hardware Preparation in Steel Doors and Steel Frames
  - 5. ANSI/BHMA A156.115W Hardware Preparation in Wood Doors with Wood or Steel Frames
  - 6. DHI Publication - Installation Guide for Doors and Hardware
  - 7. UL10C/UBC7-2
  - 8. Local building code.
  - 9. Approved shop drawings.
  - 10. Approved finish hardware schedule.
- B. Do not install surface mounted items until finishes have been completed on substrates involved. Set unit level, plumb and true to line location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

3.03 FIELD QUALITY CONTROL

- A. Material supplier to schedule final walk through to inspect hardware installation ten business days before final acceptance of Owner. Material supplier shall provide a written report detailing discrepancies of each opening to General Contractor within seven calendar days of walk through.

3.04 ADJUSTMENT, CLEANING AND DEMONSTRATING

- A. Adjustment: Adjust and check each opening to ensure proper operation of each item of finish hardware. Replace items that cannot be adjusted to operate freely and smoothly or as intended for application at no cost to Owner.
- B. Cleaning: Clean adjacent surfaces soiled by hardware installation. Clean finished hardware per manufacturer's instructions after final adjustments has been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no cost to Owner.

- C. Demonstration: Conduct a training class for building maintenance personnel demonstrating the adjustment, operation of mechanical and electrical hardware. Special tools for finished hardware to be turned over and explained usage at this meeting.

### 3.05 PROTECTION

- A. Leave manufacturer's protective film intact and provide proper protection for all other finish hardware items that do not have protective material from the manufacture until Owner accepts Project as complete.

### 3.06 HARDWARE SETS

- A. Guide: Door hardware items have been placed in sets which are intended to be a guide of design, grade, quality, function, operation, performance, exposure, and like characteristics of door hardware, and may not be complete. Provide door hardware required to make each set complete and operational.
- B. Hardware schedule does not reflect handing, backset, method of fastening and like characteristics of door hardware and door operation.
- C. Review door hardware sets with door types, frames, sizes and details on drawings. Verify suitability and adaptability of items specified in relation to details and surrounding conditions.

### 3.07 HARDWARE SCHEDULE

#### HEADING 1

Door #001E, 002E

Each opening to receive:

QTY		TYPE	DESCRIPTION	FINISH
6	ea.	Hinge	5BB1HW NRP	US32D
2	ea.	Exit Device	98L-NL 06	US26D
2	ea.	Trim	996L	US26D
2	ea.	Cylinder	Schlage Primus	US26D
1	ea.	Removable Mullion	9954	PTD
2	ea.	Closer	4040 XP	ALM
2	ea.	Kick Plate	8400 10" x 2" LDW	US32D
2	ea.	Gasket	5050	Charcoal
1	ea.	Threshold	896	ALM

**END OF SECTION**





## SECTION 08 8000

### GLAZING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 10 00, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Glass.
- C. Glazing compounds and accessories.

##### 1.02 REFERENCE STANDARDS

- A. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.

##### 1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.

##### 1.04 FIELD CONDITIONS

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

#### PART 2 PRODUCTS

##### 2.01 INSULATING GLASS UNITS

- A. Type IG-1 - Sealed Insulating Glass Units: Vision glass, double glazed.
  - 1. Application: All exterior glazing unless otherwise indicated.
  - 2. Outboard Lite: Annealed float glass, 1/4 inch thick, minimum.
    - a. Tint: Clear.
    - b. Coating: Low-E (passive type), on #2 surface.
  - 3. Inboard Lite: Heat-strengthened float glass, 1/4 inch thick, minimum.
    - a. Tint: Clear.
  - 4. Total Thickness: 1 inch.
  - 5. Glazing Method: Gasket glazing.

##### 2.02 GLAZING UNITS

- A. Type A - Single Vision Glazing:
  - 1. Type: Fully tempered float glass.
  - 2. Tint: Clear.
  - 3. Thickness: 1/4 inch.

##### 2.03 GLASS MATERIALS

- A. Float Glass Manufacturers:
  - 1. AGC Flat Glass North America, Inc: [www.na.agc-flatglass.com](http://www.na.agc-flatglass.com).
  - 2. Guardian Industries Corp: [www.sunguardglass.com](http://www.sunguardglass.com).
  - 3. Pilkington North America Inc: [www.pilkington.com/na](http://www.pilkington.com/na).
  - 4. PPG Industries, Inc: [www.ppgideascesapes.com](http://www.ppgideascesapes.com).
  - 5. Substitutions: Refer to Section 01 6000 - Product Requirements.
- B. Glass Type 1: Float Glass: All glazing is to be float glass unless otherwise indicated.

1. Fully Tempered Types: ASTM C1048.
2. Thickness: 1/4 inch.
- C. Glass Type 2: Fire-Protection-Rated Glazing:
  1. IBC Fire Protection Rating: D-H-45 or OH-45 or W-60, minimum.
  2. Provide products listed by Underwriters Laboratories or Intertek Warnock Hersey.
    - a. Substitutions: Refer to Section 01 6000 - Product Requirements.
  3. Products:
    - a. SCHOTT North America Inc; Pyran Platinum L (laminated) Fire Rated Ceramic Glass.
    - b. Vetrotech Saint-Gobain North America; .

#### 2.04 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Glazing Tape: Preformed butyl compound ; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.
  1. Manufacturers:
    - a. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
    - b. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).
    - c. Substitutions: Refer to Section 01 6000 - Product Requirements.
- C. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; black color.

### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

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

#### 3.02 PREPARATION

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

#### 3.03 GLAZING METHODS

#### 3.04 INSTALLATION - EXTERIOR/INTERIOR DRY METHOD (GASKET GLAZING)

- A. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- B. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- C. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

#### 3.05 INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)

- A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.

- C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
- D. Place glazing tape on free perimeter of glazing in same manner described above.
- E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- F. Knife trim protruding tape.

### 3.06 CLEANING

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

**END OF SECTION**



**SECTION 09 2116**  
**GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 1000, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Performance criteria for gypsum board assemblies.
- C. Metal stud wall framing.
- D. Metal channel ceiling panel framing.
- E. Gypsum wallboard.
- F. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 09 51 00 - Acoustical Ceilings: Acoustically Reflective Ceiling Panels

1.03 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2012.
- B. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2013.
- C. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2011.
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- E. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2011.
- F. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2007 (Reapproved 2013).
- G. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2010a.
- H. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- I. ASTM C1629/C1629M - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels; 2014.
- J. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- K. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2013.
- L. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

- D. Test Reports: For all stud framing products that do not comply with ASTM C645 or C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

#### 1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board application and finishing.
- B. Copies of Documents at Site: Maintain at the project site a copy of each referenced document that prescribes execution requirements.

### **PART 2 PRODUCTS**

#### 2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
  - 1. See PART 3 for finishing requirements.
- B. Fire Rated Assemblies: Provide completed assemblies with the following characteristics:
  - 1. UL Assembly Numbers: Provide construction equivalent to that listed for the particular assembly in the current UL Fire Resistance Directory. Refer to Drawings for UL Assembly Reference Numbers.

#### 2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
  - 1. Clarkwestern Dietrich Building Systems LLC: [www.clarkdietrich.com](http://www.clarkdietrich.com).
  - 2. Marino: [www.marinoware.com](http://www.marinoware.com).
  - 3. Phillips Manufacturing Company: [www.phillipsmfg.com](http://www.phillipsmfg.com).
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/360 at 7.5 psf.
  - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C 645 are waived provided steel of 40 ksi minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E 72 using assemblies specified by ASTM C 754.
  - 2. Studs: "C" shaped with flat or formed webs 20 gage minimum.
  - 3. Runners: U shaped, sized to match studs.
  - 4. Ceiling Channels: C shaped.
  - 5. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- D. Partition Head To Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and braced with continuous bridging both sides.

#### 2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
  - 1. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
  - 2. Georgia-Pacific Gypsum: [www.gpgypsum.com](http://www.gpgypsum.com).
  - 3. Lafarge North America Inc: [www.lafargenorthamerica.com](http://www.lafargenorthamerica.com).
  - 4. National Gypsum Company: [www.nationalgypsum.com](http://www.nationalgypsum.com).
  - 5. USG Corporation: [www.usg.com](http://www.usg.com).
  - 6. Substitutions: See Section 01 6000 - Product Requirements.

- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
    - a. Mold-resistant board is required at all locations.
  - 3. At Assemblies Indicated with Fire-Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
  - 4. Thickness:
    - a. Vertical Surfaces: 5/8 inch.
    - b. Ceilings: 5/8 inch.
    - c. Multi-Layer Assemblies: Thicknesses as indicated on drawings.
- C. Impact-Rated Wallboard: Tested to Level 3 soft-body and hard-body impact in accordance with ASTM C 1629.
  - 1. Application: High-traffic areas indicated.
  - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
  - 3. Paper-Faced Type: Gypsum wallboard as defined in ASTM C1396/C1396M.
  - 4. Type: Fire-resistance rated Type X, UL or WH listed.
  - 5. Thickness: 5/8 inch
  - 6. Edges: Tapered.
  - 7. Products:
    - a. National Gypsum Company; Gold Bond Hi-Impact Brand XP Wallboard.
    - b. Temple-Inland Inc; ComfortGuard IR Impact Resistant.
    - c. Substitutions: See Section 01 6000 - Product Requirements.

#### 2.04 ACCESSORIES

- A. Finishing Accessories: ASTM C1047, galvanized steel, rolled zinc, or rigid plastic, unless otherwise indicated.
  - 1. Types: As detailed or required for finished appearance.
  - 2. Special Shapes: In addition to conventional cornerbead and control joints, provide L-bead at exposed panel edges.
- B. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
  - 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners in wet areas.
  - 2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
  - 3. Chemical hardening type compound.
- C. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- D. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- E. Screws for Attachment to Steel Members From 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

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

### 3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
  - 1. Level ceiling system to a tolerance of 1/1200.
  - 2. Laterally brace entire suspension system.
  - 3. Install bracing as required at exterior locations to resist wind uplift.
- C. Studs: Space studs as indicated.
  - 1. Extend partition framing to structure in typical conditions, 6 inches above ceiling at perimeter wall conditions and as indicated.
  - 2. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.

### 3.03 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.

### 3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

### 3.05 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 5: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
  - 2. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
- C. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

**END OF SECTION**



**SECTION 09 2300**  
**GYPSUM PLASTERING**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 1000, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Gypsum plaster over gypsum lath, metal lath, concrete, and other solid surfaces.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittals procedures.
- B. Product Data: Provide data on plaster materials, characteristics, and limitations of products specified.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years documented experience.

1.04 FIELD CONDITIONS

- A. Do not apply plaster when substrate or ambient air temperature is under 50 degrees F or over 80 degrees F.
- B. Maintain minimum ambient temperature of 50 degrees F during and after installation of plaster.

**PART 2 PRODUCTS**

2.01 PLASTER MATERIALS

- A. Ready-Mixed Gypsum Plaster: ASTM C28/C28M; mill-mixed type, requiring only the addition of water.
- B. Bonding Agent: ASTM C631; type recommended for bonding plaster to concrete and concrete block surfaces.

2.02 METAL LATH

- A. Diamond Mesh Metal Lath: ASTM C847, galvanized; self-furring.

2.03 PLASTER MIXES

- A. Over Other Solid Bases: Two-coat application, ready-mixed plaster, mixed and proportioned in accordance with ASTM C842 and manufacturer's instructions.
- B. Over Metal Lath: Three-coat application, ready-mixed plaster, mixed and proportioned in accordance with ASTM C842 and manufacturer's instructions.
- C. Ready-Mixed Plaster Materials: Mix in accordance with manufacturer's instructions.

**PART 3 EXECUTION**

3.01 EXAMINATION

- A. Verify that existing conditions are satisfactory before starting work.
- B. Concrete: Verify surfaces are flat, honeycomb is filled flush, and surface is ready to receive work of this section. Verify no bituminous, water repellent, or form release agents exist on concrete surface that are detrimental to plaster or plaster bond.
- C. Grounds and Blocking: Verify items within walls for other sections of work have been installed.

- D. Gypsum Lath and Accessories: Verify substrate is flat and surface is ready to receive work of this section. Verify joint and surface perimeter accessories are in place.
- E. Metal Lath and Accessories: Verify lath is flat, secured to substrate, and joint and surface perimeter accessories are in place.

### 3.02 PREPARATION

- A. Dampen masonry surfaces to reduce excessive suction.
- B. Clean concrete surfaces of foreign matter. Thoroughly dampen surfaces before using acid solutions, solvent, or detergents to perform cleaning. Wash surface with clean water.
- C. Roughen smooth concrete surfaces and smooth faced masonry.
- D. Apply bonding agent in accordance with manufacturer's instructions.

### 3.03 INSTALLATION - GYPSUM LATH AND ACCESSORIES

- A. Install gypsum lath in accordance with ASTM C841.
- B. Install gypsum lath perpendicular to framing members, with lath face exposed. Stagger end joint of alternate courses. Butt joints tight. Maximum gap allowed: 1/8 inch.
- C. Place corner reinforcement diagonally over gypsum lath and across corner immediately above and below openings. Secure to gypsum lath only.
- D. Continuously reinforce internal angles with corner mesh, return 3 inches from corner to form the angle reinforcement; fasten at perimeter edges only.
- E. Place corner bead at external wall corners; fasten at outer edges of lath only.
- F. Place strip mesh diagonally at corners of lathed openings. Secure rigidly in place.
- G. Place 4 inch wide strips of strip mesh centered over junctions of dissimilar backing materials. Secure rigidly in place.
- H. Place casing beads at terminations of plaster finish. Butt and align ends. Secure rigidly in place.

### 3.04 PLASTERING

- A. Apply gypsum plaster in accordance with ASTM C842 and manufacturer's instructions.
- B. Thickness of Plaster including Finish Coat:
  - 1. Match existing adjacent plaster thickness.
  - 2. Over gypsum lath: 1/2 inch.
  - 3. Finish coat applied direct to concrete: 3/16 inch, maximum.
- C. Finish Texture: Float to a consistent finish.
  - 1. Match adjacent plaster finish.

### 3.05 TOLERANCES

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet.

**END OF SECTION**

## SECTION 09 3000

### TILING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 10 00, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Tile for floor applications.
- C. Tile for wall applications.
- D. Solid surface thresholds.
- E. Trim.

##### 1.02 RELATED REQUIREMENTS

- A. Section 07 9005 - Joint Sealers.
- B. Section 09 05 61 - Common Work Results for Flooring Preparation
- C. Section 09 2116 - Gypsum Board Assemblies: Installation of tile backer board.

##### 1.03 REFERENCE STANDARDS

- A. ANSI A108/A118/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile - Version; 2013.1.
- B. ANSI A108.1A - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2013.1.
- C. ANSI A108.1B - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar; 2013.1.
- D. ANSI A108.1C - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex-Portland Cement Mortar; 2013.1.
- E. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive; 2013.1.
- F. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 2013.1.
- G. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy; 2013.1.
- H. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 2013.1.
- I. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 2013.1.
- J. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 2013.1.
- K. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2013.1.
- L. ANSI A108.12 - American National Standard Specifications for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar; 2013.1.

- M. ANSI A108.13 - American National Standard Specifications for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2013.1.
- N. ANSI A118.4 - American National Standard Specifications for Modified Dry-Set Cement Mortar; 2013.1.
- O. ANSI A118.7 - American National Standard Specifications for High Performance Cement Grouts for Tile Installation; 2013.1.
- P. ANSI A137.1 - American National Standard Specifications for Ceramic Tile - Version; 2013.1.
- Q. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation - Version; 2013.1.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, and setting details.
- D. Samples: Mount tile and apply grout on two plywood panels, minimum 24 x24 inches in size illustrating pattern, color variations, and grout joint size variations.
- E. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.
- F. LEED Submittal: Documentation of recycled content and location of manufacture.

#### 1.05 QUALITY ASSURANCE

- A. Maintain one copy of and ANSI A108/A118/A136.1 and TCNA (HB) on site.
- B. Installer Qualifications: Company specializing in performing tile installation, with minimum of 5 years of documented experience.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

#### 1.07 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

### **PART 2 PRODUCTS**

#### 2.01 TILE

- A. Manufacturers: All products by the same manufacturer.
  - 1. Dal-Tile Corporation: [www.daltile.com](http://www.daltile.com).
  - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Paver and Wall Tile : ANSI A137.1, and as follows:
  - 1. Continental Slate manufactured by Daltile or approved equivalent product.
  - 2. Size and Shape: 18 x 18 inch for floor installation.
  - 3. Thickness: 5/16 inch
  - 4. Face: Plain.
  - 5. Surface Finish: Unglazed.

6. Floor Pattern: As shown.
7. Color(s): As scheduled.
8. Trim Units: Matching bullnose and cove base shapes in sizes coordinated with field tile.

## 2.02 TRIM AND ACCESSORIES

- A. Trim: Porcelian, style and dimensions to match field tile, for setting using tile mortar or adhesive.
  1. Applications: Use in the following locations:
    - a. Open edges of wall tile: Bullnose
    - b. Wall corners, inside: Jointed.
    - c. Floor to wall joints: Cove base.
  2. Manufacturer: Same as field tile.
- B. Thresholds: Solid surface material, color as scheduled, honed finish; 4 inches wide by full width of wall or frame opening; 3/4 inch thick; profile as detailed with radiused corners on top side; without holes, cracks, or open seams
  1. Material: Solid surface: Grade B or C.
  2. Applications: Provide at the following locations:
    - a. At doorways where tile terminates.
    - b. At open edges of floor tile where adjacent finish is a different height.

## 2.03 SETTING MATERIALS

- A. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.
  1. Application(s): Use this type of bond coat where indicated and where no other type of bond coat is indicated.
  2. Products:
    - a. Custom Building Products; MegaLite: [www.custombuildingproducts.com](http://www.custombuildingproducts.com).
    - b. LATICRETE International, Inc; LATICRETE 254 Platinum: [www.laticrete.com](http://www.laticrete.com).
    - c. Merkrete, by Parex USA, Inc; Merkrete 720 Marble Pro: [www.merkrete.com](http://www.merkrete.com).
    - d. ProSpec, an Oldcastle brand; Permalastic System: [www.prospec.com](http://www.prospec.com).
    - e. Substitutions: See Section 01 6000 - Product Requirements.

## 2.04 MORTAR MATERIALS

- A. Mortar Bond Coat Materials for Thin-Set Installations:
  1. Latex-Portland Cement type: ANSI A118.4.

## 2.05 GROUTS

- A. Polymer Modified Grout: ANSI A118.7 polymer modified cement grout.
  1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
  2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.
  3. Color(s): As selected by Architect from manufacturer's full line.
- B. Grout Sealant: Manufacturer's standard product for sealing grout joints that does not change color or appearance of grout.
  1. Products:
    - a. Bonsal, W. R., Company; Grout Sealer.
    - b. Bostik; CeramaSeal Grout Sealer.
    - c. C-Cure; Penetrating Sealer 978.
    - d. MAPEI Corporation; KER 003, Silicone Spray Sealer for Cementitious Tile Grout.

- e. Summitville Tiles, Inc.; SL-15, Invisible Seal Penetrating Grout and Tile Sealer.
- f. TEC Specialty Products Inc.; TA-256 Penetrating Silicone Grout Sealer.”

## 2.06 MEDIUM-BED MATERIALS

- A. Cementitious self-leveling underlayment:
  - 1. Polymer-modified, self-leveling Portland cement-based underlayment.
  - 2. Product: Ardex TL 1000 manufactured by ARDEX Americas, 400 Ardex Park Drive, Aliquippa, Pennsylvania 15001
  - 3. Primer: Ardex P51.
  - 4. Cementitious bond coat: ANSI A118.6 or better.
  - 5. Concrete Floor Slab Crack Isolation Membrane: Material complying with ANSI A118.12; not intended as waterproofing.
    - a. Thickness: 20 mils, maximum.
    - b. Crack Resistance: No failure at 1/16 inch gap, minimum.
    - c. Providing compliance with performance requirements and manufacturer's installation requirements, the following trowel applied crack prevention membrane is approved:
      - 1) RedGard Waterproofing and Crack Prevention Membrane manufactured by Custom Building Products.
      - 2) LATICRETE International, Inc; LATICRETE Blue 92 Anti-Fracture Membrane: [www.laticrete.com](http://www.laticrete.com).
      - 3) Merkrete, by Parex USA, Inc.; Merkrete Fracture Guard 5000: [www.merkrete.com](http://www.merkrete.com).

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.

### 3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler.

### 3.03 INSTALLATION - GENERAL

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1A thru A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install non-ceramic trim in accordance with manufacturer's instructions.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- J. Grout tile joints.
- K. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

#### 3.04 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with The Tile Council of North America Handbook Method F205A, Above-ground Concrete with cementitious Self-leveling underlayment and Ceramic Tile grout, unless otherwise indicated.
  - 1. Use uncoupling membrane under all tile unless other underlayment is indicated.

#### 3.05 INSTALLATION - WALL TILE

- A. Over cementitious backer units on studs, install in accordance with TCNA (HB) Method W244, using membrane at toilet rooms.
- B. Over interior concrete and masonry install in accordance with TCNA (HB) Method W202, thin-set with dry-set or latex-Portland cement bond coat.

#### 3.06 GROUTING

- A. Follow grout manufacturer's recommendations as to grouting procedures and precautions.
- B. Remove all grout haze, observing both tile and grout manufacturer's recommendations as to use of acid and chemical cleaners.
- C. Rinse tile work thoroughly with clean water before and after chemical cleaners.
- D. Polish surface of tile work with soft cloth.

#### 3.07 PROTECTION, CLEANING AND GROUT SEALING

- A. Do not permit traffic over finished floor surface for 4 days after installation.
- B. Apply to clean, completed tile walls and floors a protective coat of neutral cleaner solution, 1 part cleaner to 1 part water.
- C. Cover tile floors with heavy-duty, non-staining construction paper, masked in place.
- D. Prior to final acceptance of tile work, remove paper and rinse protective coat of neutral cleaner from all the surfaces.
- E. Clean tile and grout surfaces.
- F. Apply grout sealant according to manufacturer's directions.

**END OF SECTION**





**SECTION 09 5100**  
**ACOUSTICAL CEILINGS**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 10 00, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Suspended metal grid ceiling system.
- C. Acoustical units.

1.02 REFERENCE STANDARDS

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels; 2013.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2014.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2008e1.

1.03 ADMINISTRATIVE REQUIREMENTS

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

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate grid layout and related dimensioning, junctions with other ceiling finishes, and mechanical and electrical items installed in the ceiling.
- C. Product Data: Provide data on suspension system components and acoustical units.
- D. Samples: Submit two samples 6 x 6 inch in size illustrating material and finish of acoustical units.
- E. Samples: Submit two samples each, 6 inches long, of suspension system main runner, cross runner, and perimeter molding.
- F. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.05 FIELD CONDITIONS

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

**PART 2 PRODUCTS**

2.01 ACOUSTICAL UNITS

- A. Manufacturers:
  - 1. Armstrong World Industries, Inc: [www.armstrong.com](http://www.armstrong.com).
  - 2. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
  - 3. USG: [www.usg.com](http://www.usg.com).
  - 4. Substitutions: See Section 01 6000 - Product Requirements.

- B. Acoustical Panels Type ACP-1: Painted mineral fiber, ASTM E1264, Type IV with the following characteristics:
  - 1. Size: 24 x 24 inches.
  - 2. Thickness: 3/4 inches.
  - 3. Composition: Wet felted.
  - 4. NRC Range: 0.70 as specified in ASTM E1264.
  - 5. Ceiling Attenuation Class (CAC): \_\_\_\_\_, determined in accordance with ASTM E1264.
  - 6. Edge: Square.
  - 7. Surface Color: White.
  - 8. Surface Pattern: Non-directional fissured.
  - 9. Products:
  - 10. Suspension System: Exposed grid Type 1 (White).

## 2.02 SUSPENSION SYSTEM(S)

- A. Manufacturers:
  - 1. Armstrong World Industries, Inc: [www.armstrong.com](http://www.armstrong.com).
  - 2. USG: [www.usg.com](http://www.usg.com).
  - 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- C. Exposed Steel Suspension System Type 2: Formed G90 hot-dipped galvanized steel, commercial quality cold rolled; intermediate-duty.
  - 1. Profile: Tee; 15/16 inch wide face.
  - 2. Construction: Double web.
  - 3. Finish: White painted.
  - 4. Product: Prelude Plus XL by Armstrong.

## 2.03 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
  - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
- C. Acoustical Sealant For Perimeter Moldings: Specified in Section 07 9005.
- D. Touch-up Paint: Type and color to match acoustical and grid units.

## PART 3 EXECUTION

### 3.01 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- D. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

- E. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- F. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- G. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- H. Do not eccentrically load system or induce rotation of runners.
- I. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
  - 1. Use longest practical lengths.
  - 2. Overlap and rivet corners.

### 3.02 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
  - 1. Make field cut edges of same profile as factory edges.
- G. Where round obstructions occur, provide preformed closures to match perimeter molding.

### 3.03 TOLERANCES

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

**END OF SECTION**



**SECTION 09 6500**  
**RESILIENT FLOORING**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 1000, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Resilient tile flooring.
- C. Resilient base.
- D. Installation accessories.

1.02 RELATED REQUIREMENTS

- A. Section 09 0561 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, cleaning, and preparation.

1.03 REFERENCE STANDARDS

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2014c.
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.
- C. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile; 2004 (Reapproved 2010)e1.
- D. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012)e1.
- E. BAAQMD 8-51 - Bay Area Air Quality Management District Regulation 8, Rule 51, Adhesive and Sealant Products; [www.baaqmd.gov](http://www.baaqmd.gov); 2002.
- F. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute; October 2011.
- G. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; [www.aqmd.gov](http://www.aqmd.gov).
- H. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at [www.scs-certified.com](http://www.scs-certified.com).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Verification Samples: Submit two samples, 12 x 12 inch in size illustrating color and pattern for each resilient flooring product specified.
- E. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of sub-floor is acceptable.

1.05 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.

- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

## **PART 2 PRODUCTS**

### **2.01 TILE FLOORING**

- A. Vinyl Composition Tile: Homogeneous, with color extending throughout thickness, and:
  - 1. Minimum Requirements: Comply with ASTM F1066, of Class corresponding to type specified.
  - 2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648.
  - 3. Size: 12 x 12 inch.
  - 4. VOC Content: Certified as Low Emission by one of the following :
    - a. SCS Floorscore; [www.scs-certified.com](http://www.scs-certified.com).
  - 5. Thickness: 0.125 inch.
  - 6. Pattern: Mottled.
  - 7. Manufacturers:
    - a. Armstrong World Industries, Inc; Product Standard Excelon: [www.armstrong.com](http://www.armstrong.com).
    - b. Substitutions: See Section 01 6000 - Product Requirements.

### **2.02 RESILIENT BASE**

- A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove, and as follows:
  - 1. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648.
  - 2. Height: 4 inch.
  - 3. Thickness: 0.125 inch thick.
  - 4. Finish: Satin.
  - 5. Length: Roll.
  - 6. Color: Color as selected from manufacturer's standards.
  - 7. Manufacturers:
    - a. Johnsonite, a Tarkett Company: [www.johnsonite.com](http://www.johnsonite.com).
    - b. Substitutions: See Section 01 6000 - Product Requirements.

### **2.03 ACCESSORIES**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seaming Materials: Waterproof; types recommended by flooring manufacturer.
  - 1. Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.
- C. Moldings, Transition and Edge Strips: manufactured by Johnsonite, Inc.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.

- B. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for resilient flooring installation by testing for moisture and pH.
  - 1. Test in accordance with Section 09 0561.
  - 2. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.

### 3.02 PREPARATION

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings.
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- D. Prohibit traffic until filler is cured.
- E. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.

### 3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

### 3.04 TILE FLOORING

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless manufacturer's instructions say otherwise.
- B. Lay flooring with joints and seams parallel to building lines to produce symmetrical tile pattern.
- C. Install tile to monolithic pattern. Allow minimum 1/2 full size tile width at room or area perimeter.

### 3.05 RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- B. Miter internal corners. At external corners, "V" cut back of base strip to 2/3 of its thickness and fold.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Scribe and fit to door frames and other interruptions.

### 3.06 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's instructions.

3.07 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

**END OF SECTION**



**SECTION 09 9001**  
**PAINTS AND COATINGS**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Surfaces to be finished are indicated in this section and on the Drawings.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 05 5000 - Metal Fabrications: Shop-primed items.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; current edition, [www.paintinfo.com](http://www.paintinfo.com).
- C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Master Painters and Decorators Association; 2004.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system (copy of relevant MPI Manual page is acceptable).
- C. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- D. Samples: Submit one paper "drop" samples, 8-1/2 by 11 inches in size, illustrating colors selected for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.

1.05 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.
- B. Material Safety Data Sheets: At project site maintain file of MSDS sheets for each product used; become familiar with and follow manufacturer's stated application and safety requirements.

1.06 MOCK-UP

- A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.
- B. Provide wall panel, 8 feet long by 10 feet wide, illustrating coating color, texture, and finish.
- C. Locate where directed.
- D. Mock-up may remain as part of the Work.

### 1.07 DELIVERY, STORAGE, AND HANDLING

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

### 1.08 FIELD CONDITIONS

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

### 1.09 EXTRA MATERIALS

- A. See Section 01 6000 - Product Requirements, for additional provisions.
- B. Supply 1 gallon of each color; store where directed.
- C. Label each container with color in addition to the manufacturer's label.

## **PART 2 PRODUCTS**

### 2.01 MANUFACTURERS

- A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- B. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
- C. Paints: Acceptable manufacturers are limited to the following:
  - 1. Benjamin Moore & Co: [www.benjaminmoore.com](http://www.benjaminmoore.com).
  - 2. Sherwin-Williams: [www.sherwin-williams.com](http://www.sherwin-williams.com).
  - 3. Glidden Professional: [www.gliddenprofessional.com](http://www.gliddenprofessional.com).
- D. Substitutions: See Section 01 6000 - Product Requirements.

### 2.02 MATERIALS - GENERAL

- A. Volatile Organic Compound (VOC) Content:
  - 1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
    - b. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; [www.otcair.org](http://www.otcair.org); specifically:
      - 1) Opaque, Flat: 50 g/L, maximum.
      - 2) Opaque, Nonflat: 150 g/L, maximum.
      - 3) Opaque, High Gloss: 250 g/L, maximum.

- 4) Varnishes: 350 g/L, maximum.
- c. Architectural coatings VOC limits of State in which the project is located.
2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- B. Paints and Coatings: Provide products listed in Master Painters Institute Approved Product List, current edition available at [www.paintinfo.com](http://www.paintinfo.com), for specified MPI Categories, except as otherwise indicated.
  1. Provide ready mixed paints and coatings .
  2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

#### 2.03 PAINT SYSTEMS

- A. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- B. Provide colors as directed by Architect.
  1. Allow for minimum of five colors for each system, unless otherwise indicated, without additional cost to Owner.
  2. Extend colors to surface edges; colors may change at any edge as directed by Architect.

#### 2.04 EXTERIOR PAINT SYSTEMS

- A. SYSTEM E-1:
  1. Substrate: Structural Steel and Metal Fabrications:
  2. Applications include but are not limited to miscellaneous metal boxes and covers.
  3. Manufacturers and products:
    - a. Sherwin Williams:
      - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series
      - 2) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series
      - 3) 3rd Coat: S-W A-100 Exterior Latex Gloss, A8 Series
    - b. Benjamin Moore:
      - 1) 1st Coat: Moore PO6 Super Spec HP Alkyd Metal Primer
      - 2) 2nd Coat: 096 MoorGlo Acrylic Semi-Gloss House Paint
      - 3) 3rd Coat: 096 MoorGlo Acrylic Semi-Gloss House Paint
    - c. Glidden Professional:
      - 1) 1st Coat: Devoe Coatings DEVFLEX Direct-to-Metal 4020 primer
      - 2) 2nd Coat: Glidden Professional Fortis 450 6407 topcoat
      - 3) 3rd Coat: Glidden Professional Fortis 450 6407 topcoat
- B. SYSTEM E-2:
  1. Substrate: Galvanized Metal, Not Chromate Passivated:
  2. Applications include but are not limited to doors and frames, lintels and bollards.
  3. Manufacturers and Products:
    - a. Sherwin Williams:
      - 1) 1st Coat:S-W Pro Industrial Pro-Cryl® Primer, B66-310 Series
      - 2) 2nd Coat:S-W DTM Acrylic Coating, Semi-Gloss, B66-200 Series
      - 3) 3rd Coat:S-W DTM Acrylic Coating, Semi-Gloss, B66-200 Series
    - b. Benjamin Moore:
      - 1) 1st Coat: Moore P04 Super Spec HP Acrylic Metal Primer
      - 2) 2nd Coat:Moore N096 MoorGlo Acrylic Semi-Gloss House Paint

- 3) 3rd Coat: Moore N096 MoorGlo Acrylic Semi-Gloss House Paint
- c. Glidden Professional:
  - 1) 1st Coat: Devoe Coatings DEVFLEX Direct-to-Metal 4020 primer
  - 2) 2nd Coat: Glidden Professional Fortis 450 6407 topcoat
  - 3) 3rd Coat: Glidden Professional Fortis 450 6407 topcoat

## 2.05 INTERIOR PAINT SYSTEMS

### A. SYSTEM I-1:

1. Substrate: Concrete Masonry Units
2. Manufacturers and Products:
  - a. Sherwin Williams:
    - 1) 1st Coat: S-W PrepRite® Block Filler, B25W25
    - 2) 2nd Coat: S-W ProMar® 200 Latex Flat
    - 3) 3rd Coat: S-W ProMar® 200 Latex Flat
  - b. Benjamin Moore:
    - 1) 1st Coat: Moore 160 Super Spec Latex Block Filler
    - 2) 2nd Coat: 333 Regal AquaGlo Acrylic Flat Enamel
    - 3) 3rd Coat: 333 Regal AquaGlo Acrylic Flat Enamel
  - c. Glidden Professional:
    - 1) 1st Coat: Glidden Professional Block Filler 3010 primer
    - 2) 2nd Coat: Glidden Professional Diamond 450 Flat
    - 3) 3rd Coat: Glidden Professional Diamond 450 Flat

### B. SYSTEM I-2

1. Substrate: Concrete Masonry Units (Epoxy paint, Semi-gloss finish)
2. Manufacturers and Products:
  - a. Sherwin Williams:
    - 1) 1st Coat: S-W Heavy Duty Block Filler, B42W46
    - 2) 2nd Coat: S-W Pro Industrial HB/ Waterbased Epoxy, B71W111/B71W100 Series
    - 3) 3rd Coat: S-W Pro Industrial HB/ Waterbased Epoxy, B71W111/B71W100 Series
  - b. Benjamin Moore:
    - 1) 1st Coat: Super Spec HP Waterborne Epoxy Block Filler P31
    - 2) 2nd Coat: Super Spec HP Acrylic Epoxy Coating P43
    - 3) 3rd Coat: Super Spec HP Acrylic Epoxy Coating P43
  - c. Glidden Professional:
    - 1) 1st Coat: Tru-Glaze 4015 Block Filler
    - 2) 2nd Coat: Tru-Glaze WB 4426 Water-Based Epoxy
    - 3) 3rd Coat: Tru-Glaze WB 4426 Water-Based Epoxy

### C. SYSTEM I-3

1. Substrate: Structural Steel and Metal Fabrications:
2. Finish: Semi-Gloss.
3. Manufacturers and Products:
  - a. Sherwin Williams:
    - 1) 1st Coat: S-W Pro Industrial Pro-Cryl® Primer, B66-310 Series
    - 2) 2nd Coat: S-W ProMar® 200 Latex Flat
    - 3) 3rd Coat: S-W ProMar® 200 Latex Flat
  - b. Benjamin Moore:
    - 1) 1st Coat: Moore P04 Super Spec HP Acrylic Metal Primer
    - 2) 2nd Coat: N333 Regal AquaGlo Acrylic Flat Enamel

- 3) 3rd Coat: N333 Regal AquaGlo Acrylic Flat Enamel
- c. Glidden Professional:
  - 1) 1st Coat: Devoe Coatings DEVFLEX Direct-to-Metal 4020 primer
  - 2) 2nd Coat: Glidden Professional Diamond 450 Flat
  - 3) 3rd Coat: Glidden Professional Diamond 450 Flat
- D. SYSTEM I-4
  - 1. Substrate: Hollow metal door frames:
  - 2. Finish: Gloss.
  - 3. Manufacturers and Products:
    - a. Sherwin Williams:
      - 1) 1st Coat: DTM Acrylic Primer/Finish, B66W1
      - 2) 2nd Coat: DTM Acrylic Gloss Coating, B66W100
      - 3) 3rd Coat: DTM Acrylic Gloss Coating, B66W100
    - b. Benjamin Moore:
      - 1) 1st Coat: Moorcraft Super Spec DTM Alkyd Satin, Z163
      - 2) 2nd Coat: Moorcraft Super Spec Urethane Gloss Enamel, Z22
      - 3) 3rd Coat: Moorcraft Super Spec Urethane Gloss Enamel, Z22
    - c. Glidden Professional:
      - 1) 1st Coat: DEVGUARD 4360 Low VOC Universal Primer
      - 2) 2nd Coat: DEVGUARD 4309 Rust Preventative Gloss Enamel
      - 3) 3rd Coat: DEVGUARD 4309 Rust Preventative Gloss Enamel
- E. SYSTEM I-5
  - 1. Substrate: Galvanized Metal, Not Chromate Passivated:
  - 2. Applications include but are not limited to doors, frames, railings, and exposed ductwork.
  - 3. Manufacturers and Products:
    - a. Sherwin Williams:
      - 1) 1st Coat: S-W Pro Industrial Pro-Cryl® Primer, B66-310 Series
      - 2) 2nd Coat: S-W ProMar® 200 Latex Flat
      - 3) 3rd Coat: S-W ProMar® 200 Latex Flat
    - b. Benjamin Moore:
      - 1) 1st Coat: Moore P04 Super Spec HP Acrylic Metal Primer
      - 2) 2nd Coat: N333 Regal AquaGlo Acrylic Flat Enamel
      - 3) 3rd Coat: N333 Regal AquaGlo Acrylic Flat Enamel
    - c. Glidden Professional:
      - 1) 1st Coat: Devoe Coatings DEVFLEX Direct-to-Metal 4020 primer
      - 2) 2nd Coat: Glidden Professional Diamond 450 Flat
      - 3) 3rd Coat: Glidden Professional Diamond 450 Flat
- F. SYSTEM I-7 - NOT USED
- G. SYSTEM I-8 - NOT USED
- H. SYSTEM I-9
  - 1. Substrate: Gypsum Board (Satin Finish):
  - 2. Applications include but are not limited to walls, ceilings, soffits, and bulkheads.
  - 3. Manufacturers and Products:
    - a. Sherwin Williams:
      - 1) 1st Coat: S-W PrepRite 200 Int. Latex Primer, B28 Series
      - 2) 2nd Coat: S-W ProMar® 200 Latex Eggshell, B20 Series
      - 3) 3rd Coat: S-W ProMar® 200 Latex Semi-Gloss, B31 Series

- b. Benjamin Moore:
  - 1) 1st Coat: Moore P04 Super Spec HP Acrylic Metal Primer
  - 2) 2nd Coat:N319 Regal Acrylic Latex Eggshell Finish Enamel
  - 3) 3rd Coat:N319 Regal Acrylic Latex Eggshell Finish Enamel
- c. Glidden Professional:
  - 1) 1st Coat: Glidden Professional High Hide 1000 primer
  - 2) 2nd Coat:Glidden Professional Diamond 450 7300 topcoat
  - 3) 3rd Coat:Glidden Professional Diamond 450 7300 topcoat

I. SYSTEM I-11

- 1. Substrate: Concrete Floor (Sealed):
- 2. Manufacturers and Products:
  - a. W. R. Meadows:
    - 1) 1st Coat:CS-309/30 Concrete Curing and Sealing Compound

**PART 3 EXECUTION**

3.01 SCOPE -- SURFACES TO BE FINISHED

- A. Paint all exposed surfaces except where indicated not to be painted or to remain natural; the term "exposed" includes areas visible through permanent and built-in fixtures when they are in place.
- B. Paint the surfaces described in PART 2, indicated on the Drawings, and as follows:
  - 1. If a surface, material, or item is not specifically mentioned, paint in the same manner as similar surfaces, materials, or items, regardless of whether colors are indicated or not.
  - 2. Paint surfaces behind movable equipment and furnishings the same as similar exposed surfaces.
  - 3. Paint surfaces to be concealed behind permanently installed fixtures, equipment, and furnishings, using primer only, prior to installation of the permanent item.
  - 4. Paint back sides of access panels and removable and hinged covers to match exposed surfaces.
  - 5. Finish top, bottom, and side edges of exterior doors the same as exposed faces.
  - 6. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment occurring in finished areas to match background surfaces, unless otherwise indicated.
  - 7. Paint shop-primed mechanical and electrical items occurring in finished areas.
  - 8. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
  - 9. Paint interior surfaces of air ducts and convector and baseboard heating cabinets with flat, nonspecular black paint where visible through registers, grilles, or louvers.
  - 10. Paint dampers exposed behind louvers, grilles, to match face panels.
  - 11. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- C. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically noted; factory-primed items are not considered factory-finished.
  - 2. Items indicated to receive other finish.
  - 3. Items indicated to remain naturally finished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Anodized aluminum.

6. Polished and brushed stainless steel items.
7. Brick, precast concrete, integrally colored plaster.
8. Polished and brushed stainless steel, anodized aluminum, bronze, terne, and lead.
9. Acoustical materials.
10. Concealed piping, ductwork, and conduit.

### 3.02 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials; report incompatible primer conditions and submit recommended changes for Architect's approval.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  1. Plaster and Gypsum Board: 12 percent.
  2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  3. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.
- E. Measure the ph factor of concrete, masonry, and mortar before starting any finishing process, using the method specified in MPI Architectural Painting Manual.
  1. Report results in writing to Architect before starting work.
  2. If results of test indicates need for remedial action, provide written description of remedial action. If a different primer or paint systems is required, state the total cost of the change. Do not proceed with remedial action or change without receiving written authorization from Architect.

### 3.03 PREPARATION

- A. Prepare surfaces as specified in MPI Architectural Painting Specification Manual and as follows for the applicable surface and coating; if multiple preparation treatments are specified, use as many as necessary for best results; where the Manual references external standards for preparation (e.g. SSPC standards), prepare as specified in those standards; comply with coating manufacturer's specific preparation methods or treatments, if any.
- B. Coordinate painting work with cleaning and preparation work so that dust and other contaminants do not fall on newly painted, wet surfaces.
- C. Surface Appurtenances: Prior to preparing surfaces or finishing, remove electrical plates, hardware, light fixtures, light fixture trim, escutcheons, machined surfaces, fittings, and similar items already installed that are not to be painted.
  1. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before preparation and finishing.
  2. After completing painting in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section.
- E. Marks: Seal with shellac those which may bleed through surface finishes.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete, Cement Plaster and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- K. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- L. Interior Wood Items to Receive Transparent Finish: Sand wood to obtain a uniform appearance before immediately starting work. Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- M. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

#### 3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and as specified or recommended by MPI Manual, using the preparation, products, sheens, textures, and colors as indicated.
  - 1. Remove, refinish, or repaint work not complying with requirements.
- B. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- C. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
  - 1. Number of coats and film thickness required are the same regardless of application method.
  - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
  - 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- E. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
  - 1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.
  - 2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.
  - 3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.



4. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.
5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
6. Before applying next coat vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
7. Pigmented (Opaque) Finishes: Provide smooth, opaque surface of uniform finish, color, appearance, and coverage.

#### 3.05 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.
- B. Owner will provide field inspection.

#### 3.06 CLEANING AND PROTECTION

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from site.
- C. Protect other work, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting as approved by Architect.
- D. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in MPI Manual.

**END OF SECTION**



**SECTION 10 2800**  
**TOILET ACCESSORIES**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 10 00, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- B. Accessories for toilet rooms.
- C. Grab bars.

1.02 RELATED REQUIREMENTS

- A. Section 10 2113.19 - Solid Composite Toilet Compartments.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2013.
- B. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2014e1.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- D. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2010.
- E. ASTM C1036 - Standard Specification for Flat Glass; 2011e1.
- F. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror; 2008 (Reapproved 2013).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.
- C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

**PART 2 PRODUCTS**

2.01 MANUFACTURERS

- A. Products listed are made by Bobrick and Bradley Corporation.
- B. Other Acceptable Manufacturers:
  - 1. A & J Washroom Accessories Inc: [www.ajwashroom.com](http://www.ajwashroom.com).
  - 2. American Specialties, Inc: [www.americanspecialties.com](http://www.americanspecialties.com).
  - 3. Substitutions: Section 01 6000 - Product Requirements.
- C. All items of each type to be made by the same manufacturer.

2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
  - 1. Grind welded joints smooth.
  - 2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.

- B. Stainless Steel Sheet: ASTM A666, Type 304.
- C. Stainless Steel Tubing: ASTM A269/A269M, Type 304 or 316.
- D. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- E. Mirror Glass: Float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- F. Adhesive: Two component epoxy type, waterproof.
- G. Fasteners, Screws, and Bolts: Hot dip galvanized, tamper-proof, security type.
- H. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

### 2.03 FINISHES

- A. Stainless Steel: No. 4 satin brushed finish, unless otherwise noted.
- B. Baked Enamel: Pretreat to clean condition, apply one coat primer and minimum two coats epoxy baked enamel.
- C. Galvanizing for Items Other than Sheet: Comply with ASTM A123/A123M; galvanize ferrous metal and fastening devices.

### 2.04 TOILET ROOM ACCESSORIES

- A. Toilet Paper Dispenser: Jumbo Roll Dispenser
  - 1. Product: San-Jamar Model No. R4000TBK.
- B. Not Used
- C. Paper Towel Dispenser: Folded paper type, Black Pearl ABS cover, surface-mounted, .
  - 1. Product: T1490TBK manufactured by San-Jamar.
- D. Not Used
- E. Waste Receptacle:
  - 1. Product: Floor Type, Model # 3546 manufactured by Rubbermaid.
- F. Soap Dispenser: Soap dispenser, wall-mounted, surface, with black ABS cover .
  - 1. Product: #S890TBK manufactured by San-Jamar.
- G. Mirrors: Stainless steel framed, 6 mm thick laminated glass mirror.
  - 1. Series B- 290 manufactured by Bobrick.
  - 2. Size: 18 x 30 inches and 24 x 60 inches, as shown.
  - 3. Frame: 0.05 inch angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; No.4 finish.
  - 4. Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.
- H. Grab Bars: Stainless steel, 1-1/2 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
  - 1. Length and configuration: As indicated on drawings.
  - 2. Product: B-6806 Series manufactured by Bobrick.
- I. Not Used
- J. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
  - 1. Product: B-254 manufactured by Bobrick.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify that field measurements are as indicated on drawings.

**3.02 PREPARATION**

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

**3.03 INSTALLATION**

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on the drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.
- D. Mounting Heights and Locations: As required by accessibility regulations and as indicated on drawings

**END OF SECTION**



## SECTION 26 0000

### GENERAL PROVISIONS – ELECTRICAL

#### PART 1 – GENERAL

##### 1.1 RELATED DOCUMENTS

- A. 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 of this Section.
- B. The specification or drawing and the design features or resulting construction disclosed, are the property of Furlow Associates, Inc., and shall not be reproduced without written permission.

##### 1.2 DESCRIPTION OF WORK

- A. Provide all materials, equipment, labor, services and all appurtenances required to completely install and satisfactorily operate the various systems. The items listed below are for general guidance only and do not necessarily include the entire requirements for the project.
  - 1. Coordination with other trades
  - 2. Interior feeders
  - 3. Lighting and power panels
  - 4. Power wiring
  - 5. Wiring devices
  - 6. Connections for electrically operated equipment
  - 7. Related work as herein described or otherwise defined under the heading "Related Work".

- B. Wherever the term "provide" is used, it shall be understood to mean both "furnish" and "install".

##### 1.3 RELATED WORK

- A. Equipment specified in sections of Divisions 1 thru 23 that require electric power supply.
- B. Work related to this trade as defined on the following contract drawings:

Architectural/Structural

HVAC

Plumbing

##### 1.4 SITE CONDITIONS

- A. Attention of all bidders is called to the necessity for a careful inspection of the site, its present condition and encumbrances, the extent of the work, the protection to be afforded to adjacent properties or structure, availability of utilities, the extent and nature of the material required to be excavated and the amount of fill and removal. He shall also determine local or site limitations which will affect construction.

##### 1.5 PERMITS, INSPECTIONS AND ORDINANCES

- A. All work shall be executed and inspected in accordance with local and state ordinances, rules and regulations and the requirements of public utilities having jurisdiction. The contractor shall secure and pay for all permits, inspections and connections required.

- B. The Electrical Contractor shall furnish a certificate of inspection to the Owner at the time of completion.
- C. Requirements of the following organization shall be considered minimum:
  - 1. National Electrical Code
  - 2. National Electrical Safety Code
  - 3. OSHA
  - 4. Local City and County Codes
- D. Reference to technical societies, trade organizations and governmental agencies are in accordance with the following:
  - 1. ANSI - American National Standards Institute
  - 2. ASTM - American Society for Testing Materials
  - 3. IEEE - Institute of Electrical and Electronics Engineers, Inc.
  - 4. NEC - National Electrical Code
  - 5. NEMA - National Electrical Manufacturer's Association
  - 6. NFPA - National Fire Protection Association
  - 7. MSS - Manufacturer's Standardization Society
  - 8. IES - Illuminating Engineers Society
  - 9. ETL - Engineering Testing Laboratories
  - 10. EIA - Electronic Industries Association
  - 11. OSHA - Occupational Safety and Health Administration
  - 12. Federal Specifications
  - 13. UL - Underwriters Laboratories, Inc.

#### 1.6 QUALITY ASSURANCE

- A. Provide adequate supervision of labor force to assure that all aspects of the contract documents are fulfilled.
- B. Testing:
  - 1. After completion of the work, the entire wiring system shall test entirely free from grounds, short circuits, opens, overloads and improper voltage.
  - 2. The grounding system shall be tested for a resistance of 25 ohms or less.
  - 3. Perform testing as follows: Arrange and pay for all tests, provide all equipment, materials and labor to perform test. Notify Engineer and Owner three (3) working days before tests are to be made. Conduct tests in the presence of the Engineer or authorized representative. Repeat tests after defects are corrected.
- C. Special Engineering Services: In the instance of complex specialized electrical power and signaling systems, and other similar systems, the installation and final connections of these systems shall be made by and/or under the supervision of a competent installation and service engineer who shall be a representative of the respective equipment manufacturer. Any and all expenses of these installation and service engineers shall be borne by this Contractor.



## 1.7 COORDINATION

- A. As a requirement of this project, the Electrical Contractor shall furnish coordination for his equipment and layouts with other subcontractors furnishing equipment and services for Divisions 1 thru 23. Any and all contractors who install their equipment or furnish services prior to coordination, any contractor who changes their equipment or services after coordination has occurred, without notifying associated subcontractors, shall be held responsible for making all required changes with no additional cost to the Owner. Or delay in construction time. This coordination will include conduit layout to allow access to equipment for maintenance.
- B. The Mechanical, Plumbing and Electrical Contractors are responsible to coordinate all manufacturer's recommended circuit breakers, starters, disconnects and fuse sizes for all equipment. Submission of a shop drawing will certify that this has been completed.
- C. The drawings and specifications reflect the type, number and size of services required for the equipment the design is based upon. Should the supplying subcontractor elect to furnish an alternate piece of equipment requiring difference services and/or space conditions, he shall inform the subcontractor furnishing those services and be held responsible to pay for all required changes as part of this contract.

## 1.8 SUBMITTALS

- A. Shop Drawings:
  - 1. Shop drawings shall be submitted in accordance with Division 1 of these specifications except where herein modified.

**NOTE: Submittals will only be reviewed once and resubmittals will be reviewed once. Any other submittals will be billed to the Contractor at the Engineer's standard rates.**

- 2. Shop drawings comprising complete catalog cuts, performance test data for electrical equipment as required by other sections of Division 26 shall be submitted for review checking. The Contractor shall review these shop drawings for conformance to contract documents prior to submission and affix contractor's signature to each submittal certifying that this review has been done. By approving and submitting shop drawings, product data, wiring diagrams and similar materials, the Electrical Contractor represents that he and/or his subcontractor has determined and verified materials, field measurements and field construction data that relates to the work, and has checked and coordinated this information with all of the Divisions 1 thru 23 subcontractors.
- 3. All shop drawing submittals shall have the following identification data, as applicable, contained therein or permanently adhered thereto:
  - a. Project name
  - b. Project number
  - c. Sub-Contractor's, Vendor's and/or manufacturer's name and address.
  - d. Product identification.
  - e. Identification of deviation from the contract documents.
  - f. Applicable contract drawings and specification section number.
  - g. Shop drawing title, drawing number, revision number, and date of drawing and revision.
  - h. Resubmit revised or additional shop drawings as requested.
  - i. Wherever shop drawings or vendor's standard data sheets indicate work to be done "by others", it shall be the responsibility of the Contractor making the submission to identify by

name, the Contractor who is to do this work. If the Contractor named is other than the Contractor making the submission, the shop drawing submission must be reviewed by the named Contractor and bear his mark of approval, prior to submission to the Architect/Engineer.

- j. Where equipment proposed differs from that shown on the drawings or specified, he shall submit for approval drawings showing the manner in which the layout is affected by the substitution.
- k. The Contractor shall keep one copy of approved shop drawings at the job site, filed in a suitable metal container. The shop drawings shall be cataloged and kept in good repair, and shall be available for use by the Owner, Architect and Engineer.
- l. No equipment shall be ordered, fabricated, etc., before approval of shop drawings.

#### 1.9 SUBSTITUTIONS

- A. Whenever a material, article, piece of equipment or system is identified in the following specification or indicated on the drawings by reference to manufacturers' or vendors' names, trade names, catalog numbers or the like, it is so identified for the purpose of establishing the basis of the Bid.
- B. Substitution approval must be obtained and included as an addendum item prior to the submission of the bid. An approved substitution shall not be considered as an approval for the contractor or an equipment vendor to deviate from the written portion of the specifications unless so stated in the addendum.
- C. The drawings illustrate the space allocated for equipment and the Contractor shall install the equipment accordingly. If changes are required in the building or arrangement due to substitution of equipment, the Contractor making the substitution must pay for the necessary modifications.
- D. The listed equivalent or substituted manufacturers along with the bidding related contractor shall be completely responsible to comply with all requirements on all contract documents. This shall include, but shall not be limited to space requirements, code clearances, the type, horsepower, capacities, number and size of services required from other trades, including all required ancillary items furnished and installed by other trades. If the manufacturer or related bidding contractor does not comply with these requirements, then they shall be responsible for any and all additional costs associated with the changes required by other trades.

#### 1.10 LUBRICATION

- A. Furnish, install and maintain all required lubrication of any equipment operated prior to acceptance by the Owner. Lubrication shall be as recommended by the equipment manufacturer.
- B. Provide one year's supply of lubricants to Owner at date of acceptance.
- C. Verify that required lubrication has taken place prior to any equipment start-up.

#### 1.11 ADJUSTMENT & CLEANING

- A. Adjust and clean equipment to be placed in proper operation condition.

#### 1.12 EQUIPMENT START-UP

- A. Verify proper installation by manufacturer or his representative.
- B. Advise General Contractor 2 days prior to actual start-up.
- C. Verify proper operation. Obtain signed statement by manufacturer or his representative that equipment is operating within warranty requirements. Submit statement to General Contractor.

1.13 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Properly and fully instruct Owner's personnel in the operation and maintenance of all systems and equipment.
- B. Insure that the Owner's personnel are familiar with all operations to carry on required activities.
- C. Such instruction shall be for each item of equipment and each system as a whole.
- D. Provide report that instruction has taken place. Include in the report the equipment and/or systems instructed, date, contractor, Owner's personnel, vendor, and that a complete operating and maintenance manual has been reviewed.
- E. Manual shall include all instructions on operation, maintenance, repair parts list, lubrication requirements, brochures, catalogue cuts, wiring diagrams, piping diagrams, control sequences, service requirements, names and addresses of vendors, suppliers and emergency contacts. Three manuals shall be provided.
- F. Submit manuals for review prior to operating instruction period. Manuals shall be 8-1/2 x 11" with hard cover, suitably bound.

1.14 TOOLS

- A. All equipment furnished by the Contractor which requires special tools or devices other than those normally available to the maintenance or operating staff shall be furnished in duplicate to the Owner, sufficiently marked, packed or boxed for staff usage. The tools provided shall be listed by the Contractor identified as to their use or the equipment applicable in a written transmittal to the Owner.

1.15 CLEANING AND FINISHING

- A. After equipment start-up and all operating tests have been made and the system pronounced satisfactory, each respective Contractor shall go over the entire project, clean all equipment, etc., installed by him and leave in a clean and working condition. Any surfaces found marred after this final cleaning shall be refinished or replaced by each Contractor at no cost to the Owner.

1.16 OPERATING AND MAINTENANCE MANUALS

- A. Three complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished to the Architect. Each set shall be furnished before the contract is completed. The following identification shall be inscribed on the covers: the words "OPERATING AND MAINTENANCE INSTRUCTIONS", the name and location of the building, the name of the Contractor and the name of the Architect and Engineer. Flysheet shall be placed before instructions covering each subject. The instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. The instructions shall include, but shall not be limited to, the following:

Approved wiring and control diagrams, with data to explain the detailed operation and control of each component.

A control sequence describing start-up, operation and shutdown.

Operating and maintenance instructions for each piece of equipment, including lubrication instructions.

Manufacturer's bulletins, cuts and descriptive data.

Parts lists and recommended spare parts.

1.17 SERVICE INTERRUPTION

- A. All service interruptions to the electric or related systems, whether during regular working hours or at

any other time, must be coordinated with the Owner. All such interruptions shall be so scheduled and planned as to require a minimum of time and shall occur only during a mutually satisfactory period.

1.18 INTERPRETATION OF SYSTEMS

- A. The interpretation of the Architect will be final in the event there is a lack of understanding of the full scope or requirements of the systems under this contract.

1.19 LAYOUTS

- A. On small scale drawings, i.e., 1/8" - 1'-0", the approximate location of the electrical branch circuit items such as receptacle, telephone, grounding and equipment outlets are shown to indicate their existence. The exact location of these items and their related raceways are governed by structural conditions, coordination with the work of other trades and the Architect's final decision. By accepting a contract, the Contractor agrees to install the work in accordance with the above statement and within the contract price.

**PART 2 – PRODUCTS**

2.1 MATERIAL

- A. All material shall be new and of good quality. Material shall conform to all accepted trade standards, codes, ordinances, regulations, or requirements governing same, and shall be approved before being installed.
- B. The Architect reserves the right to require the Contractors to submit samples of any or all articles or materials to be used on the project.
- C. Where any device or equipment is herein referred to in the singular number, such as "the panel", this reference shall be deemed to apply to as many such devices or equipment as are required to complete the installation as shown on the drawings or specified.
- D. All materials and equipment used in the work shall comply with the standards of recognized authorities such as UL, NEMA, IEEE, ETL, IES and EIA in every instance where such standards have been established for the particular type of materials to be installed.
- E. All similar pieces of equipment or materials of the same type or classification used for the same purpose shall be of the same manufacturer.
- F. All manufactured equipment shall have factory applied finishes.

2.2 WARRANTY

- A. Wherever in the specification sections of this division, reference is made to a specific warranty period, this warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the contract documents.

**PART 3 – EXECUTION**

3.1 INSPECTION

- A. Prior to performing the work, examine areas and conditions; check and verify all dimensions, under which the work is to be installed and notify the Architect in writing of conditions and dimensions detrimental to the proper and timely completion of the work. Do not proceed until authorization is given by the Architect.

3.2 LAYING OUT WORK

- A. The Contractor is responsible for the accuracy of all lines, elevations, and measurements, grading and utilities and must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.

### 3.3 WORKMANSHIP

- A. Install all work neat, trim, parallel and plumb with building lines in accordance with standard trade practice acceptable to the Architect.

### 3.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect all equipment and materials from damage during transportation, storage and installation.

### 3.5 PROTECTION

- A. Protect all work, equipment and materials during construction up to the time of acceptance by the Owner.

Arrange and design the protection to prevent damage from infiltration or dust, debris, moisture, chemicals and water. Cap or plug electrical raceways.

- B. Protect all surfaces against damage from welding, cutting, burning, or similar construction functions. This protection shall be accomplished by care in operations, covering and shielding. Special care is directed to exposed finished masonry, metal or wood surfaces and painted surfaces. Corrective measures required shall be accomplished by the trade which made the original installation when and as directed by the Architect at the expense of the Contractor.
- C. Cover and protect all lighting fixtures as may be necessary until completion of the work. Replace damaged fixtures or damaged fixture parts as directed by the Architect at no cost to the Owner.
- D. Do not install devices, polished metal fittings or parts until adjoining tile or masonry work is completed.
- E. Maintain and replace protective covering when so directed by the Architect until the work is ready for acceptance.

### 3.6 CUTTING & PATCHING

- A. Furnish information to the General Contractor as to sizes and locations of recesses required to install panel boxes and other equipment or devices. If the information is late or incorrect, this Contractor shall, at his own expense, have the trade which originally installed the work do the required cutting and patching.
- B. Perform all cutting of concrete or other material for passage of raceways as required to install the work.
- C. Close all such openings around raceways with material as specified under the heading "SEALING".
- D. Install concealed work in place for the mason to wall-in as he carries up the walls; otherwise, this Contractor will be responsible as stated in the first paragraph.

### 3.7 SEALING

- A. Where raceways pass through fire-rated walls and floors, seal opening with RTV foam.
- B. Seal raceways entering the building to conform to the requirements of the NEC.

### 3.8 OFFSETS AND MODIFICATIONS

- A. Furnish and install all offsets necessary to install the work and to provide clearance for the work of other trades.
- B. Maintain adequate clearance as directed by the Architect/Engineer.
- C. Incidental modifications necessary to the installation shall be made as necessary and at the direction and/or approval of the Architect.

### 3.9 SLEEVES

- A. Furnish and install sleeves for all raceways passing through floors and walls. Sleeves shall be Schedule 40 galvanized steel pipe and shall extend 1" above finished floor surface. Where sleeves are set in interior walls, they shall finish flush with the wall.
- B. Furnish and install watertight sleeves for all raceways extending through foundation walls into crawl spaces, mechanical rooms or basement areas from building exterior or from unexcavated areas to building interior. Sleeve shall consist of extra heavy pipe sleeve with anchor flange. Space between raceway and the sleeve shall be sealed with modular wall and casing seal similar to Thunderline Corporation "Link-Seal", Metraseal or approved substitute. Install seal in strict accordance with the manufacturer's recommendations.

### 3.10 FOUNDATIONS FOR EQUIPMENT/HOUSEKEEPING PADS

- A. Provide all foundations for equipment installed under this specification Division and/or as indicated on plans.
- B. Construct concrete foundations on structural floor slabs or on grade in the manner or as required by the approved shop drawing details of the manufacturer or the utility company.
- C. Provide and install concrete.
- D. Metal reinforcement shall be deformed steel bars or cold drawn steel wire, or fabricated forms of these materials as required.
- E. Furnish anchors of size and number noted, with bottom plates and sleeves.
- F. Forms shall conform to the shape, lines, grades, and dimensions of the concrete, required by the approved shop drawing details of the equipment manufacturers, or approved on the Contractor's Equipment room layouts. They shall be sufficiently tight to prevent leakage of mortar and shall be braced or tied together to maintain position and shape. Forms shall be moved in such manner as to insure the complete safety of the structure.
- G. All exposed corners or edges shall be chamfered. All burrs, fins, irregularities of forming or spillage shall be removed and the surface float or trowel finished to a smooth, straight surface.
- H. Housekeeping Pads: Provide 4" thick, and size as required by approved shop drawings, concrete pad for all equipment installed on floor. Pad shall be steel reinforced with all edges and surfaces finished as described above. When installing over existing concrete, surface of existing pad shall be prepped using a bushing tool to rough in entire surface. Whether pouring over new or existing concrete, provide U-shaped rebar anchors set in epoxy to secure pad to pad.

### 3.11 ITEMS RECESSED IN MASONRY CONSTRUCTION

- A. Wherever boxes, electric panels, equipment, devices, access panels, and similar items of electrical construction are installed in exposed masonry construction, the Contractor shall utilize and submit for approval items of such size, height, and arrangement to conform to the corresponding masonry unit. The Contractor shall include as part of this contract, the necessary offsets, adjustments and relocations necessary to conform with the instructions of the Architect as to the final location of the equipment item in the exposed masonry.
- B. As part of his contract and before the purchase of the items hereinbefore mentioned, the Contractor shall notify the Architect of such modifications in the building arrangement that will be necessary to accommodate the proposed equipment.

3.12 ROOF FLASHINGS

- A. All conduit extending through roofs shall be provided with watertight flashing and counterflashing as hereinafter described.
- B. Furnish and install standard counterflashing fittings on the conduit or properly designed clamped counterflashing with caulking as directed by the Architect/Engineer.

3.13 PAINTING

- A. Refinish all factory applied finishes that have been damaged to match the original finish as directed by the Architect.
- B. Prime coat all steel furnished under this Division with material and methods as described in another Section under the heading "PAINTING".

3.14 EQUIPMENT CONNECTIONS

- A. Provide required wiring, raceways and final connections for all equipment provided by this Division and Divisions 1 thru 23.
- B. Make final connections in accordance with wiring diagrams obtained from equipment manufacturer.
- C. Rough-in in accordance with approved shop drawings from the manufacturer or supplier of the equipment. Rough-in prior to shop drawing approval will be subject to change without adjustment to contract cost.

3.15 BALANCING

- A. The system of feeder and branch circuits for power and lighting shall be connected to panel busses in such a manner as to electrically balance the connected load as close as is practicable. Should the Owner disclose any unfavorable conditions reacting on the service, this Contractor shall make such changes as may be suggested to balance the load.

3.16 GUARANTEE

- A. All work shall be guaranteed to be free from defects for a period of one year of operation from date of acceptance by the Owner unless otherwise specified in Division 1.
- B. Guarantee shall be extended on an equal time basis for all non- operational periods due to failure within the guarantee period.

END OF SECTION 26 0000

**SECTION 26 0055**  
**ELECTRICAL IDENTIFICATION**

**PART 1 – GENERAL**

1.1 RELATED DOCUMENTS

- A. This section is a Division 26 Basic Materials and Methods Section, and is part of each Division 26 Section making reference to electrical identification specified herein.

1.2 DESCRIPTION OF WORK

- A. Types of electrical identification specified in this section include the following:
  - Cable conductor identification.
  - Operational instructions and warnings.
  - Danger signs.
  - Equipment/system identification signs.

**PART 2 – PRODUCTS**

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following (for each type of marker):
  - W. H. Brady Co.
  - Ideal Industries, Inc.
  - Seton Name Plate Co.
  - 3M Electrical Products

2.2 ELECTRICAL IDENTIFICATION MATERIALS

- A. Provide manufacturer's standard products of categories and types required for each application. Where more than single type is specified for an application, selection is Installer's option, but provide single selection for each application.

2.3 COLOR-CODED PLASTIC TAPE

- A. Provide manufacturer's standard vinyl tape not less than 7 mils thick by 3/4" wide.
- B. Colors: Unless otherwise indicated or required by governing regulations, provide tape color as indicated in Paragraph 3.2.B.
- C. Tape shall be of Type 3M Scotch 35 for color coding, Scotch Super 33+ for splices and Tem Flex 1700 for general use.

2.4 CABLE/CONDUCTOR IDENTIFICATION BANDS

- A. Provide manufacturer's standard vinyl cloth, self-adhesive cable/conductor markers of wrap-around type; either pre-numbered, plastic-coated type, or write-on type with clear plastic, self-adhesive cover flap; numbered to show circuit identification.

2.5 BAKED ENAMEL DANGER SIGNS

- A. Provide manufacturer's standard "DANGER" signs of baked enamel finish on 20-gage steel; of standard red, black and white graphics; 14" x 10" size except where 10"x 7" is the largest size which can be applied where needed, and except where larger size is needed for adequate vision; with



recognized standard explanation wording (as examples: HIGH VOLTAGE, KEEP AWAY, BURIED CABLE, DO NOT TOUCH SWITCH).

## 2.6 ENGRAVED PLASTIC-LAMINATE SIGNS

- A. Provide engraved stock melamine plastic laminate, in sizes and thicknesses indicated, engraved with engraver's standard letter style of sizes and wording indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.
- B. Thickness: 1/16" for units up to 20 sq. in. or 8" length; 1/8" for larger units.
- C. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate substrate.

## 2.7 LETTERING AND GRAPHICS

- A. Coordinate names, abbreviations and other designations used in electrical identification work, with corresponding designations shown, specified or scheduled. Provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturers or as required for proper identification and operation/maintenance of electrical systems and equipment.

# PART 3 – EXECUTION

## 3.1 APPLICATION AND INSTALLATION

- A. Coordination: Where identification is to be applied to surfaces which require finish, install identification after completion of painting.
- B. Regulations: Comply with governing regulations and requests of governing authorities for identification of electrical work.

## 3.2 CABLE/CONDUCTOR IDENTIFICATION

- A. Apply cable/conductor identification on each cable and conductor in each box/enclosure/cabinet where wires of more than one circuit or communication/signal system are present. Match identification with marking system used in panelboards, shop drawings, contract documents, and similar previously established identification for project electrical work.
- B. Conductor Color Coding:
  - 1. All conductors used in all systems shall have insulation that is inherently colored. All conductors of a system performing the same function shall be colored alike throughout the project.
  - 2. Equipment Grounding Conductors:
    - a. Standard and/or general feeders or circuits shall be green.
    - b. Isolated feeders or circuits shall be green with yellow stripe.
  - 3. On larger conductors, where colored insulation is not available, colored tape adhesive vinyl bands 3/4" width may be installed 6" maximum from the end of the conductors. Where passing through pull boxes without splice, each conductor shall be banded.
  - 4. Power system conductor colors shall be as follows:
    - a. 120/208 Volt System
      - Phase A - Black
      - Phase B - Red
      - Phase C - Blue
      - Neutral - White or Gray

### 3.3 DANGER SIGNS

- A. In addition to installation of danger signs required by governing regulations and authorities, install appropriate danger signs at locations indicated and at locations subsequently identified by Installer of electrical work as constituting similar dangers for persons in or about project.
- B. High Voltage: Install danger signs wherever it is possible, under any circumstances, for persons to come into contact with electrical power voltages higher than 110-120 volts.

### 3.4 EQUIPMENT/SYSTEM IDENTIFICATION

- A. Install engraved, plastic laminate sign on each major unit of electrical equipment in building, including central or master unit of each electrical system including communication/signal systems, unless unit is specified with its own self-explanatory identification or signal system. Except as otherwise indicated, provide single line of text, 1/2" high lettering on 1-1/2" high sign (2" high where 2 lines are required), white lettering in black field. Provide text matching terminology and numbering of the contract documents and shop drawing. Provide signs for each unit of the following categories of electrical work:
  - 1. Panelboards, electrical cabinets and enclosures.
  - 2. Access panel/doors to electrical facilities.
  - 3. Major electrical switchgear, main and feeder circuit breakers and/or disconnects..
- B. Install signs at locations for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate the substrate.

### 3.5 JUNCTION AND PULL BOX IDENTIFICATION

- A. Emergency Systems: Each junction and pull box cover shall be painted orange. Use black indelible liquid marker to label "EMERG." in 3/8" letters minimum.
- B. Fire Alarm System: Each junction and pull box cover shall be painted red. Use black indelible liquid marker to label "F.A." in 3/8" letters minimum.
- C. Feeders Shown on Single Line Diagram: Each junction and pull box shall be marked with black indelible liquid marker with the assigned feeder number "FDR #38" in 3/8" letters minimum.

END OF SECTION 26 0055

## SECTION 26 0110

### RACEWAYS

#### PART 1 – GENERAL

##### 1.1 RELATED DOCUMENTS

- A. 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.
- B. Refer to Section 26 0000 for General Provisions - Electrical.

##### 1.2 DESCRIPTION OF WORK

- A. Types of raceways in this section include the following:

Rigid metal conduit

Intermediate metal conduit

Electrical metallic tubing.

Polyvinyl chloride conduit (Exterior Underground Only)

Flexible metal conduit.

Liquid-tight flexible metal conduit.

Wireways.

##### 1.3 REFERENCE STANDARDS

- A. Refer to Section 26 0000 for a general description of requirements applying to this Section.

##### 1.4 QUALITY ASSURANCE

- A. Refer to Section 26 0000 for a general description of requirements applying to this Section.

##### 1.5 WARRANTY/GUARANTEE

- A. All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.

##### 1.6 COORDINATION

- A. The drawings and details there upon are scheme and/or diagrammatic in nature, and indicate the need and intent of the design. These are to be used for general guidance only. It shall be the responsibility of the Electrical Contractor to coordinate, with other Division Subcontractors, the installation of all raceways, raceway supports, junction boxes and required fittings. This coordination will include conduit layout to allow access to equipment for maintenance.
- B. This coordination shall be carried out prior to actual installation; this shall be done to eliminate the possibility of conflicts between trades on items such as access, clearances and maintenance issues that may arise after completion of construction.
- C. Should the coordination not be carried out prior to installation, and a conflict exists, the installing contractor shall remove and reinstall the equipment as required to clear the conflict at no additional cost to the Owner and no delay in project completion.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS AND EQUIPMENT**

#### **A. Rigid Metal Conduit:**

1. Raceway: Full weight, heavy wall rigid steel with zinc coating conforming to ANSI-C80.1.
2. Fittings: Cast malleable iron fittings with threaded hubs, insulated throat and zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:  
Allied Tube and Conduit Corporation  
LTV Steel Tubular Products Co.  
Wheatland Tube

#### **B. Intermediate Metal Conduit:**

1. Raceway: Light weight, rigid steel, hot dipped galvanized manufactured in accordance with UL1242.
2. Fittings: Cast malleable iron fittings with threaded hubs, insulated throat and zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:  
Allied Tube and Conduit Corporation  
LTV Steel Tubular Products Co.  
Wheatland Tube

#### **C. Electrical Metallic Tubing:**

1. Raceway: Light weight, thin wall, rigid steel, hot dipped galvanized manufactured in accordance with ANSI C80.3.
2. Fittings: Raintight, insulated throat, compression type with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:  
Allied Tube and Conduit Corp.  
LTV Steel Tubular Products Co.  
Wheatland Tube Co.

#### **D. Polyvinyl Chloride Conduit:**

1. Raceway: Heavy wall, rigid non-metallic, schedule 40 with bell type end, designed for above ground exposed applications, direct earth burial, and concrete encasement.
2. Fittings: Polyvinyl chloride, heavy duty, glue type, designed for Schedule 40 application.
3. Subject to compliance with requirements, provide products of one of the following:  
Allied Tube & Conduit  
Carlson  
Queen City Plastics, Inc.  
Scepter Electric Systems

E. Flexible Metal Conduit:

1. Raceway: Construct of single strip, flexible, continuous, interlocked, and double-wrapped steel, galvanized inside and outside.
2. Fittings: Steel, insulated throat, with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:  
AFC  
Alflex Corp.  
Electri-Flex Company

F. Liquid-Tight Flexible Metal Conduit:

1. Raceway: Construct of single strip, flexible, continuous, interlocked, and double-wrapped, galvanized inside and outside, coat with liquid-tight jacket of flexible polyvinyl chloride.
2. Fittings: Steel, water and oiltight, insulated throat, with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:  
AFC  
Alflex Corp.  
Electri-Flex Company

G. Wireways:

1. Furnish electrical wireways of the type, size, and style for each service indicated. Wireway shall be a complete assembly including but not necessarily limited to, couplings, offsets, elbows, adapters, hold-down clips, end-caps and other components and accessories as needed for a complete system.
2. System shall fulfill wiring requirements as indicated in contract documents, and shall comply with applicable portions of Article 362 of the National Electrical Code.
3. Subject to compliance with requirements, provide products of one of the following:  
Circle AW Products Co.  
The EMF Company, Inc.  
Hoffman Engineering Company  
Square "D" Company

- H. The above items shall include the statement "Approved Equal" and/or "Approved Substitute". This statement requires that the product or item be in compliance with the written intent of this specification and the submission meets the requirements of Section 260000.

**PART 3 – EXECUTION**

3.1 INSTALLATION OF ELECTRICAL RACEWAYS

- A. Install electrical raceways in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and complying with recognized industry practices.
- B. Coordinate with other work as necessary to interface installation of electrical raceways, wireways and required components.

- C. Raceways used for distribution, feeders, or branch circuits shall be a minimum size of 3/4" or equal equivalent cross-sectional area. Raceways used for control and signal shall be a minimum size of 1/2" or equal equivalent cross-sectional area.
  - D. All raceways installed in ceiling cavities and exposed within mechanical spaces shall be run parallel with building lines and installed level and square at the proper elevation/height.
  - E. Complete the installation of electrical raceways before starting the installation of cables/wires within the raceway.
  - F. Furnish and install one (1) nylon or fiberglass pull cord in each empty raceway. Each empty raceway shall be cleaned, capped, and tagged as to its termination location.
  - G. Install liquid-tight flexible metal conduit for connections to motors and for other electrical equipment when subject to movement and vibration, and also where subjected to one or more of the following conditions:
    - 1. Exterior locations.
    - 2. Moist or humid atmosphere when condensation can be expected to accumulate.
    - 3. Corrosive atmosphere.
    - 4. Subjected to water spray.
    - 5. Subjected to dripping oil, grease or water.
  - H. Install Electrical Metallic Tubing for building interior electrical work except:
    - 1. Underground
    - 2. In gravel, cinder, concrete or other sub-base floor construction.
    - 3. Horizontal runs in concrete floor slabs.
    - 4. Where exposed to the elements.
    - 5. In masonry construction below finished grade.
    - 6. Vertically in poured concrete walls.
  - I. Refer to Section 26 0000 for excavation, shoring and pumping, concrete and backfilling requirements.
  - J. Where and whenever possible, install horizontal electrical raceways as tight to building construction as possible and above water, drain and steam piping. A separation of at least six (6) inches shall be maintained between electrical conduits and hot water and steam piping.
  - K. In accordance with NEC requirements, install Rigid or Intermediate Metal Conduit where Electrical Metallic Tubing is not permitted.
  - L. In all instances where recessed type panelboards are installed, furnish and install one (1) one inch raceway for each two (2) future circuits for which "space" or "spare" provisions have been made in the panelboard. These raceways shall extend between the panelboard cabinet and a convenient location above an access panel or a removable tile ceiling construction and capped.
- 3.2 CLEANING
- A. Upon completion of installation of raceways, inspect interiors of raceways; remove burrs, dirt and construction debris.

END OF SECTION 26 0110

**SECTION 26 0120**  
**WIRES AND CABLES**

**PART 1 – GENERAL**

1.1 RELATED DOCUMENTS

- A. This section is a Division 26 Basic Materials and Methods section and is part of each Division 26 Section making reference to wires and cables specified herein.

1.2 DESCRIPTION OF WORK

- A. Electrical wire and electrical cable work is indicated by drawings and specifications.
- B. Types of wire, cable and connectors in this section include, but not limited to the following:
  - Copper conductors.
  - Tap type connectors.
  - Split-bolt connectors.
- C. Refer to other sections of Division 26 for, but not limited to, raceways, connections used in conjunction with wire and cable work.
- D. Applications for wire, cable and connectors required for project are as follows unless otherwise indicated:
  - 1. Power Distribution Circuitry.
  - 2. Appliance and Equipment Circuitry.
  - 3. Motor Branch Circuitry.
  - 4. Control Circuitry.
  - 5. Signal/Communication Circuitry.

**PART 2 – PRODUCTS**

2.1 MANUFACTURERS

- A. Wire and Cable
  - Anaconda Wire and Cable Co.
  - Advance Wire and Cable, Inc.
  - American
  - Cerro Wire and Cable Co.
  - Electrical Conductors, Inc.
  - General Cable Corp.
  - Hitemp Wires, Inc.
  - Rome Cable Corp.
  - Southwire Company
  - Triangle PWC,, Inc.
  - The Okonite Co.

General Electric Co.

Connectors

Burndy Corp.

Eagle Electric Mfg. Co., Inc.

Gould, Inc.

Ideal Industries, Inc

Joslyn Mfg. and Supply Co.

O-Z/Gedney Co.

Pyle National Co.

Thomas and Betts Co.

2.2 WIRE, CABLE AND CONNECTIONS

- A. Except as otherwise indicated, provide wire, cable and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, and as required for the installation. Minimum wire and cable size is #12 AWG for power and branch circuits and #14 AWG for control and signal/communication circuits unless otherwise indicated.
- B. Wire: Provide factory fabricated wire of sizes, ratings, materials and types indicated for each service. Where not indicated, provide proper selection as determined by Installer to comply with project's installation requirements and NEC standards. Select from the following types, materials, conductor configurations, insulation and coverings:
  - UL Type: THHN
  - UL Type: TW
  - UL Type: THW
  - UL Type: THWN
  - UL Type: TF
  - UL Type: XHHW
  - UL Type: AC (Armor Clad)
  - UL Type: MC (Metal Clad)
  - Material: Copper
  - Conductors: Solid (AWG 14 to AWG 10 only).
  - Conductors: Concentric-lay-stranded (standard flexibility)
  - Outer Covering: Nylon
  - Outer Covering: Thermoplastic
- C. Connectors: Provide factory fabricated metal connectors of sizes, ratings, materials, types and classes as required for each service. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements and NEC standards. Select from the following types, classes, kinds and styles.



Type: Pressure  
Type: Crimp  
Type: Threaded  
Class: Insulated  
Class: Non-insulated  
Kind: Copper (for CU to Cu connection).  
Style: Butt connection  
Style: Elbow connection  
Style: Combined "T" and straight connection  
Style: "T" connection.  
Style: Split-bolt parallel connection  
Style: Tap connection  
Style: Pigtail connection

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

- A. Install electrical cables, wires and connectors, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface. Pull conductors together where more than one is being installed in a raceway. Use pulling compound or lubricate, where necessary; compound must not deteriorate conductor or insulation. Use pulling means including fish tape, cable or rope which cannot damage raceway. Rope must be used as pulling means when pulling wires or cables into plastic conduit and duct. Keep conductor splices to a minimum and install in junction boxes only. No splices shall be permitted within conduit. Install splices and tapes which have mechanical strength and insulation rating equivalent or better than conductor. Use splice and tape connectors which are compatible with conductor material.

#### **3.2 FIELD QUALITY CONTROL**

- A. Prior to energization, test cable and wire for continuity of circuitry and also for short circuits. Correct malfunctions when detected.
- B. Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements.

END OF SECTION 26 0120

**SECTION 26 0135**  
**ELECTRICAL BOXES & FITTINGS**

**PART 1 – GENERAL**

1.1 RELATED DOCUMENTS

- A. This section is a Division 26 Basic Materials and Methods section, and is a part of each Division 26 section making reference to electrical wiring boxes and fittings specified herein.

1.2 DESCRIPTION OF WORK

- A. Types of electrical boxes and fittings in this section include the following:
  - Outlet boxes.
  - Junction boxes.
  - Pull boxes.
  - Conduit bodies.
  - Bushings.
  - Locknuts.
  - Knockout closures.

**PART 2 – PRODUCTS**

2.1 INTERIOR METALLIC OUTLET BOXES

- A. Provide galvanized flat rolled sheet steel interior outlet non-gangable wiring boxes, of types, shapes and sizes, including box depths, to suit each respective location and installation; construct with stamped knockouts in back and sides and with threaded screw holes with corrosion-resistant screws for securing box covers and wiring devices.
- B. Provide outlet box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps and metal straps for supporting outlet boxes, which are compatible with outlet boxes being used and fulfilling requirements of individual wiring situations. Choice of accessories is Installer's option.
- C. Manufacturer: Subject to compliance with requirements, provide interior outlet boxes of one of the following:
  - Appleton Electric Co.
  - Bell Electric/Square D Co.
  - Pass and Seymour, Inc.
  - RACO, Inc.
  - Steel City/Midland-Ross Corp.

2.2 WEATHERPROOF OUTLET BOXES

- A. Provide corrosion resistant cast-metal weatherproof outlet wiring boxes, of types, shapes and sizes, including depth of boxes, with threaded conduit ends, cast-metal face plates with spring-hinged waterproof caps suitably configured for each application, including face plate gaskets and corrosion-resistant fasteners.

- B. Manufacturer: Subject to compliance with requirements, provide weatherproof outlet boxes of one of the following:

Arrow-Hart Div., Crouse-Hinds Co.

Bell Electric/Square D Co.

Harvey Hubbell, Inc.

O-Z/Gedney Co.

Slater Electric Co.

### 2.3 JUNCTION PULL BOXES

- A. Provide galvanized code-gauge sheet steel junction and pull boxes, with screw-on covers; of types, shapes and sizes, to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers.

- B. Manufacturers: Subject to compliance with requirements, provide junction and pull boxes of one of the following:

Adalet-PLM Div., Scott and Fetzer Co.

Appleton Electric Co.

Arrow-Hart Div., Crouse-Hinds Co.

Bell Electric/Square D Co.

GTE Corporation

Keystone Columbia, Inc.

O-Z/Gedney Co.

Slater Electric Co.

Spring City Elect. Mfg. Co.

### 2.4 CONDUIT BODIES

- A. Provide galvanized cast-metal conduit bodies, of types, shapes, and sizes, to suit respective locations and installation, construct with threaded-conduit-entrance ends, removable covers, and corrosion-resistant screws.

- B. Manufacturers: Subject to compliance with requirements, provide conduit bodies of one of the following:

Appleton Electric Co.

Crouse-Hinds Co.

Gould, Inc.

Killark Electric Mfg. Co.

O-Z/Gedney Co.

Spring City Electrical Mfg. Co.

### 2.5 BUSHINGS, KNOCKOUT CLOSURES AND LOCKNUTS

- A. Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and insulated malleable iron conduit bushings, offset connectors, of types and sizes to suit respective uses and installation.

- B. Manufacturers: Subject to compliance with requirements, provide bushings, knockout closures, locknuts and connectors of one of the following:

Appleton Electric Co.

Burndy Corp.

Crouse-Hinds Co.

Gould, Inc.

O-Z/Gedney Co.

RACO, Inc.

Steel City/Midland-Ross Corp.

Thomas and Betts Co., Inc.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS**

- A. Install electrical boxes and fittings, complying with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- B. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.
- C. Provide weatherproof outlets for interior and exterior locations exposed to weather or moisture.
- D. Provide knockout closures to cap unused knockout holes where blanks have been removed.
- E. Install boxes and conduit bodies in those locations to ensure ready accessibility of electrical wiring.
- F. Avoid using round boxes where conduit must enter box through side of box, which would result in difficult and insecure connections when fastened with locknut or bushing on rounded surface.
- G. Fasten boxes rigidly to substrates or structural surfaces to which attached, or solidly embed electrical boxes in concrete or masonry.
- H. Provide electrical connections for installed boxes.
- I. Pull boxes and junction boxes shall be furnished and installed in all conduit runs at intervals not exceeding 100 feet maximum.
- J. Identify each circuit in all pull boxes and junction boxes whether the box contains one or more circuits.

END OF SECTION 26 0135

**SECTION 26 0140**  
**WIRING DEVICES**

**PART 1 – GENERAL**

1.1 DESCRIPTION OF WORK

- A. The extent of wiring device work is indicated by drawings, schedules and specifications. Wiring devices are defined as single discrete units of the electrical distribution system which are intended to carry but not utilize electric energy.
- B. Types of electrical wiring devices in this section include the following:
  - Receptacles.
  - Switches.
  - Device plates.
  - Contactors

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data on electrical wiring devices.

**PART 2 – PRODUCTS**

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following (for each type of wiring device):
  - Legrand Co.
  - Hubbell, Inc.
  - Leviton Mfg. Co.
  - Lutron Electronics Co., Inc.
  - Cooper Wiring Devices
  - Square D Co.
  - Eaton Corp.
  - Siemens

2.2 FABRICATED WIRING DEVICES

- A. Provide factory fabricated wiring devices, in types, styles, colors, and electrical ratings for applications indicated and complying with NEMA Standards Pub. No. WD 1. Where types and grades are not indicated, provide proper selection as determined by Installer to fulfill wiring requirements, and complying with NEC and NEMA Standards for wiring devices. Provide brown color devices and wall plates except as otherwise selected; color selection to be verified by Contractor with Architect/Engineer.

2.3 RECEPTACLES

- A. Heavy-Duty Duplex Standard Style: Provide extra heavy-duty industrial series duplex receptacles, 2 pole, 3 wire grounding type with green hexagonal equipment ground screw, 20 amperes, 125 volts with metal plaster ears, side wiring, NEMA configuration 5-20R unless otherwise indicated. Similar to Hubbell Series HBL Series, or approved substitute.

- B. Special Purpose Receptacles: Provide polarized grounding type special purpose receptacles of the required amperage and voltage ratings for the duty intended. Device shall include a green hexagonal equipment ground screw.
- C. Ground Fault Receptacle: Provide hospital grade heavy duty duplex receptacle, 2 pole, 3 wire grounding type with green hexagonal equipment, ground screw and integral ground fault circuit interrupter, UL rated Class A, Group 1, 20 amperes, 125 volts, 60 Hertz with metal plaster ears, side wiring, NEMA Configuration 5-20R. Device shall include solid state ground-fault sensing and signalling, with a 5 milliampere ground fault trip level, plus or minus 1 milliampere. Similar to Hubbell Cat. No. GFR8300H Series, or approved substitute.
  - 1. Whether indicated or not on the floor plans, the Electrical Contractor shall furnish and install GFI protected devices in commercial kitchen areas next to lavs, on rooftop equipment, on exterior walls; and as indicated by the N.E.C., it shall be the discretion of the Electrical Contractor to provide GFI receptacles or GFI circuit breaker.

#### 2.4 SWITCHES

- A. Toggle Switch: Provide extra heavy duty, industrial series flush toggle, 1 pole, 2 pole, 3-way, 4-way AC quiet switch rated 20 amperes @ 120/277 volts with green hexagonal equipment ground screw, metal plaster ears, and side wired screw terminals. Similar to Hubbell Series HBL Series or approved substitute.
- B. Toggle Switch with Pilot Light: Provide extra heavy duty industrial series, flush toggle, single pole, AC quiet switch rated 20 amperes @ 120 volts with green hexagonal equipment ground screw, metal plaster ears, side-wired screw terminals and 1/25 watts, 125 volt neon pilot light, designed to mount within a single gang outlet box. Similar to Hubbell HBL or approved substitute.

#### 2.5 DEVICE PLATES

- A. Provide switch and receptacle outlet wall plates for wiring devices, of types, sizes, and with ganging and cut outs required by the devices being installed. Construct with metal screws for securing plates to devices; screw heads colored to match finish of plates; plates colored to match wiring devices to which attached. **All emergency receptacles to have red coverplates.** Provide device plates possessing the following additional construction features: **Receptacle outlet plates to be permanently marked with panel designation and circuit number on back side of plate.**
  - 1. Metal Plates to be stainless steel of non-corrosive and non-magnetic 302 alloy, .032" nominal thickness. Plates shall have brushed satin finish.
- B. Weatherproof device plates shall have spring-hinged waterproof cap suitably configured for each application, including face plate gaskets and corrosion-resistant fasteners. Provide device plates possessing the following construction materials and finishes:
  - 1. Thermoplastic Plates with (clear polycarbonate) (reinforced thermoplastic) cover.
- C. Existing mechanical spaces where concealed work is impractical, such as masonry or block walls, Provide 4" square boxes, surface mounted, with 1/2" deep surface mounted device plates consisting of same material for devices indicated on plans, whether single or double gang. Use of plaster flange and standard cover plate will not be acceptable.

#### 2.6 CONTACTORS

- A. Electrically Held Power Lighting Contactor: Shall be rated 30 to 200 AMPs for 2 thru 5-pole versions and 300 to 800 AMPs for 2 and 3 pole versions, as indicated on the Floor Plan. Contactor shall have factory wired control and clearly marked termination points, designed for mixed load ratings with a UL listed short-circuit rating up to 100,000 amperes. Contactor shall be housed in a NEMA Type I, general purpose enclosure and be similar to Square D Company, Type "S", Class 8903 or approved

substitute.

- B. Mechanically Held Power Lighting Contactor: Shall be rated 30 to 200 AMPs for 2 thru 5 pole versions and 300 to 800 AMPs for 2 and 3 pole versions, as indicated on the Floor Plan. Contactor shall have factory wired control with coil clearing contacts and clearly marked termination points, designed for mixed load ratings with a UL listed short-circuit rating up to 100,000 amperes. Contactor shall be housed in a NEMA Type I, general purpose enclosure and be similar to Square D Company, Type "S", Class 8903 or approved substitute.
- C. Multiple Lighting Contactor: Shall be an electrically or Mechanically held device with 2 thru 12 poles rated 30 AMPs ballast and 20 AMPs tungsten, as indicated. Mechanically held contactor shall have factory wired control with coil clearing contacts and clearly marked termination points. Contactor shall be housed in a NEMA Type I, general purpose enclosure and be similar to Square D Company Types "L" and "LX", Class 8903 or approved substitute.
- D. General: All contactor control setups shall include all required interface relays needed to function with maintained or momentary contact switches, time clocks and photocell controls. Control circuits and coil voltages shall be 120 volts A.C. single phase. Where system voltage is 277/480 volts, a control power transformer shall be furnished and installed within the contactor enclosure. Transformer shall be sized to handle the contactor's coil load as well as all associated control devices.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION OF WIRING DEVICES**

- A. Install wiring devices as indicated, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices to fulfill project requirements.
- B. Coordinate with other work, including painting, electrical box and wiring work, as necessary to interface installation of wiring devices with other work.
- C. Install wiring devices only in electrical boxes which are clean, free from building materials, dirt and debris.
- D. Provide electrical connections for wiring.
- E. Delay installation of all wiring devices until wiring work is completed.
- F. Isolated Ground Receptacle Devices shall be connected to the system ground by way of an insulated ground conductor color coded green with a yellow stripe.

#### **3.2 PROTECTION OF WALL PLATES AND RECEPTACLES**

- A. At time of Substantial Completion, replace those items which have been damaged, including those burned and scorched by faulty plugs.

#### **3.3 GROUNDING**

- A. Provide electrically continuous, tight grounding connections for wiring devices.

#### **3.4 TESTING AND COMMISSIONING**

- A. Prior to energizing circuitry, test wiring devices for electrical continuity and proper polarity connections. After energizing circuitry, test wiring devices to demonstrate compliance with requirements.

END OF SECTION 260140

**SECTION 26 0155**  
**MOTOR STARTERS**

**PART 1 – GENERAL**

1.1 DESCRIPTION OF WORK

- A. Extent of motor starter work is indicated by drawings, schedules and specifications.
- B. Refer to sections of other divisions of these specifications for driven equipment specified without motor starters. Motor starters for such equipment are the work of this section.
- C. Types of motor starters in this section include the following:
  - Manual.
  - Magnetic Full Voltage, Non-Reversing.
  - Combination Disconnect Switch and Magnetic Starter.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data on motor starters and accessories.

1.3 COORDINATION

- A. The drawings and details there upon are scheme and/or diagrammatic in nature, and indicate the need and intent of the design. These are to be used for general guidance only. It shall be the responsibility of the Electrical Contractor to coordinate with other Division subcontractors, the installation of all motor starters, the need for control devices including the wiring and conduit, to and from the device.
- B. This coordination shall be carried out prior to actual installation. This shall be done to eliminate the possibility of conflicts between trades on items such as access, clearances and maintenance issues that may arise after completion of coordination.
- C. During the coordination phase of the project, the Electrical Contractor shall consult with Division 1 thru 23 subcontractors with regard to base design equipment characteristics. Any differences from the electrical plans and specifications shall be considered a change. The trade's contractor making the change at no additional cost to the Owner or delay in project completion shall handle these additional costs.

**PART 2 – PRODUCTS**

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following (for each type and rating of motor starter):
  - Allen-Bradley Co.
  - Cutler Hammer Products
  - Furnas Electric Co.
  - General Electric Co.
  - Square D Co.
  - Siemens



2.2 MOTOR STARTERS

- A. Provide motor starters and ancillary components; of types, sizes, ratings and electrical characteristics indicated which comply with manufacturer's standard materials, design and construction in accordance with published product information, and as required for complete installations.
- B. Fractional HP Manual Motor Starters: Provide manual, single phase, fractional HP motor starters for each motor rated less than 1/2 HP, of types, ratings and electrical characteristics indicated. Equip unit with thermal overload relay for protection of 120 volt AC motors. Provide starters with quick-make, quick-break, trip free toggle mechanisms, selector switches for hand-off-automatic control; mount starter in NEMA Type 1 or Type 4 enclosure as indicated or required by the NEC.
- C. Magnetic Motor Starter: Provide magnetic full voltage, non-reversing starters for each motor rated 1/2 HP and more of types, ratings and electrical characteristics indicated; equip with solid state overload relays, control transformers with 120V secondary, with one secondary fuse and one grounded secondary lead, two normally open and two normally closed auxiliary contacts, hand-off- automatic selector switch, red and green pilot lights wired and mounted through front of the enclosure. Mount starter in NEMA Type 1 or Type 4 enclosure as required by the NEC.
- D. Combination Disconnect Switch Magnetic Starter: Provide full-voltage, non-reversing, combination non-fused disconnect switch and magnetic starter for each motor rated 1/2 horsepower and more, of types, ratings and electrical characteristics indicated; equip with solid state overload relays, control transformer with 120 volt secondary, one secondary fuse and one grounded secondary lead, two normally open and two normally closed auxiliary contacts, hand-off- automatic switch, red and green pilot lights wired and mounted through the front of the enclosure. Mount starter in NEMA Type 1 or Type 4 enclosure as required by the National Electrical Code (NEC).
- E. Three (3) phase, full voltage, non-reversing magnetic motor starters, horsepower rating with minimum NEMA size #0 shall be as follows:

NEMA Size	Continuous Rating	Maximum Horsepower	
		208 Volt	480 Volt
0	18 AMPs	3HP	5HP
1	27 AMPs	7-1/2HP	10HP
2	45 AMPs	10HP	25HP
3	90 AMPs	25HP	50HP
4	135 AMPs	40HP	100HP
5	270 AMPs	75HP	200HP

Motor full-load current shall not exceed continuous ampere rating of starter.

**PART 3 – EXECUTION**

3.1 INSTALLATION OF MOTOR STARTERS

- A. Install motor starters in accordance with manufacture's written instructions, applicable requirements of NEC, NEMA Standards, and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.

- B. The Electrical Contractor shall consult and cooperate with the Control Contractor in assisting him in making control connections to the automatic position of the selector switch and to the auxiliary contacts.
  - C. Motor Data: Before installing wiring for motors and starters, the Electrical Contractor shall consult the respective parties furnishing the equipment and obtain from them all data necessary to properly connect the apparatus, and for selection of thermal overload relays in accordance with motor nameplate. Any variance in loads or electrical characteristics from the contract drawings should be reported to the Engineer before proceeding with the work.
  - D. When packaged equipment is furnished, all unit starters shall be furnished, mounted and wired by the installing contractor. The Electrical Contractor shall furnish and install a disconnect switch, as specified in Section 26 0170, and wire between unit's main terminal block and the disconnect switch.
  - E. When packaged rooftop equipment is furnished, the unit disconnect switch and all starters shall be furnished, mounted and wired by the installing contractor. The Electrical Contractor shall wire between the line side of the disconnect switch and the building system.
  - F. Should the Electrical Contractor elect to furnish and install an electric alternator with magnetic starters in lieu of the duplex motor controller, he shall provide all control wiring needed to make the alternator and the starters function as a unit.
  - G. Provide connections for motor starters.
- 3.2 ADJUST AND CLEAN
- A. Inspect operating mechanisms for malfunctioning and where necessary adjust units for free mechanical movement.
  - B. Touch-up scratched or marred surfaces to match original finish.
- 3.3 FIELD QUALITY CONTROL
- A. Subsequent to wire/cable hookup, energize motor starters and demonstrate functioning of equipment in accordance with requirements.

END OF SECTION 26 0155

**SECTION 26 0160**  
**PANELBOARDS**

**PART 1 – GENERAL**

1.1 DESCRIPTION OF WORK

- A. Extent of panelboard load-center and enclosure work, including cabinets and cutout boxes, is indicated by drawings and schedules.
- B. Types of panelboards and enclosures in this section include the following:
  - Lighting and Appliance Panelboards.
  - Distribution Panelboards.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data including specifications, installation instructions and general recommendations, for each type of panelboard required. Include data substantiating that units comply with requirements.
- B. Shop Drawings: Submit dimensioned drawings of panelboards and enclosures showing layouts of enclosures and required individual panelboard devices, including by not necessarily limited to, circuit breakers, contactors, and accessories, including wiring diagrams of contactors.

1.3 COORDINATION

- A. The drawings are scheme and/or diagrammatic in nature, and indicate the need and intent of the design. These are to be used for general guidance only. It shall be the responsibility of the Electrical Contractor to coordinate, with other Division Subcontractors, the installation of all raceways, raceway supports, junction boxes and required fittings. This coordination will include conduit layout to allow access to equipment for maintenance.
- B. This coordination shall be carried out prior to actual installation; this shall be done to eliminate the possibility of conflicts between trades on items such as access, clearances and maintenance issues that may arise after completion of construction.
- C. Should the coordination not be carried out prior to installation, and a conflict exists, the installing contractor shall remove and reinstall the equipment as required to clear the conflict at no additional cost to the Owner and no delay in project completion.

**PART 2 – PRODUCTS**

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following (for each type of panelboard and enclosure):
  - Square D Company (To match existing on site)

2.2 PANELBOARDS

- A. General:
  - 1. Panelboards shall comply with the following industry standards:
    - a. UL Listing/Approval

- b. UL Standards:
    - Panelboards - UL67
    - Cabinet & Boxes - UL50
  - c. National Electric Code
  - d. NEMA Standard -PBI
2. Interiors:
- a. All interiors shall be completely factory assembled. They shall be so designed that switching and protective devices can be replaced without disturbing adjacent units and without removing the main bus connectors, so that circuits may be changed without machining, drilling and tapping.
  - b. Branch circuits shall be arranged using double row construction. A nameplate shall be provided listing panel type and rating.
  - c. Unless otherwise noted, full size insulated neutral bars shall be included. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of the branch circuit devices. Neutral bussing shall have a suitable lug for each outgoing feeder requiring a neutral connection. A ground bus will be included in all panelboards.
3. Boxes: Boxes shall be a minimum 20 inches wide and manufactured from galvanized steel. Provide minimum gutter space in accordance with the National Electric Code.
4. Trim:
- a. Switching device handles shall be accessible. Panel access doors shall not uncover any live parts. Doors shall have flush type cylinder lock and catch except doors over 48" in height shall have auxiliary fastenings top and bottom of door in addition to the flush type cylinder lock and catch. Panelboard trim clamps shall be of the indicating type. Upon removal of screws behind door, the panel interiors become service accessible via piano hinged trim front.
  - b. Panel access door hinges shall be concealed. All locks shall be keyed alike; directory frame shall be welded metal and having a transparent cover shall be furnished with each door.
  - c. All exterior and interior steel surfaces of the trim shall be properly cleaned, primed with a rust inhibiting phosphatized coating and finish with a gray ANSI 61 paint. Trims for flush panels shall overlap the box for a least 3/4 inch all around. Surface trims shall have the same width and height as the box. Trims shall be mountable by a screwdriver and without the need for special tools.
5. Main Bus and Branch Circuits: All main bus bars shall be full size aluminum, sized in accordance with U.L. standards to limit the temperature rise on any current carrying part to a maximum of 50 degrees C above an ambient of 40 degrees C maximum.
- B. Distribution Panelboards:
- 1. Panels shall be provided with molded case circuit breakers tested and U.L. labeled per U.L. 489.
  - 2. Circuit breakers 100 ampere through 400 ampere frame sizes shall be thermal-magnetic trip with inverse time current characteristics.
  - 3. Where multiple pole circuit breakers are indicated, provide with common trip so overload on one pole will trip all poles simultaneously. Molded case circuit breakers shall have a minimum 22,000 symmetrical RMS interrupting capacity at 240 volts.
- C. Lighting and Appliance Panelboards:

1. Provide switching and protective devices in quantities, ratings, types indicated, with anti-turn solderless pressure type lug connectors approved for copper conductors. Circuit breakers shall be the bolt-on, molded case, thermal magnetic type, with toggle handles that indicate when tripped. Where multiple pole circuit breakers are indicated, provide with common trip so overload on one pole will trip all poles simultaneously.
2. Panelboards for use at 240 volts AC maximum shall incorporate circuit breakers as shown rated at 10,000 A.I.C. symmetrical at 240 volts.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION OF PANELBOARDS**

- A. Install panelboards and enclosures where indicated in contract documents and, in accordance with the equipment manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- B. Anchor enclosures firmly to walls and structural surfaces, ensuring that they are permanently and mechanically secure.
- C. Provide all required electrical and grounding connections within the panelboards and enclosures.
- D. The Electrical Contractor shall furnish and install on the door within each enclosure, a circuit labeling identification system for all electrical panelboards. The system must satisfy the NEC Article No. 110-22. The directories shall be typed, NOT handwritten.

END OF SECTION 26 0160

## SECTION 26 0170

### MOTOR AND CIRCUIT DISCONNECTS

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION OF WORK

- A. Extent of motor and circuit disconnect switch work is indicated by drawings and schedules.
- B. Types of motor and circuit disconnect switches in this section include the following:
  - Equipment disconnects.
  - Appliance disconnects.
  - Motor-circuit disconnects.

##### 1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data including specifications, installation instructions and general recommendations, for each type of motor and circuit disconnect switch required.

##### 1.3 COORDINATION

- A. The drawings are scheme and/or diagrammatic in nature, and indicate the need and intent of the design. These are to be used for general guidance only. It shall be the responsibility of the Electrical Contractor to coordinate, with other Division Subcontractors, the installation of all motor and circuit disconnect switches, supporting hardware, including wiring and conduit, to and from the equipment. This coordination will include conduit layout to allow access to equipment for maintenance.
- B. This coordination shall be carried out prior to actual installation; this shall be done to eliminate the possibility of conflicts between trades on items such as access, clearances and maintenance issues that may arise after completion of construction.
- C. Should the coordination not be carried out prior to installation, and a conflict exists, the installing contractor shall remove and reinstall the equipment as required to clear the conflict at no additional cost to the Owner and no delay in project completion.

#### PART 2 – PRODUCTS

##### 2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following (for each type of switch):
  - Cutler-Hammer, Inc. (Eaton)
  - General Electric Co.
  - Square D Company
  - Siemens

##### 2.2 FABRICATED SWITCHES

- A. Safety Switches: Safety switches shall be of sizes noted on the drawings, fusible or non-fusible and contained in a general purpose enclosure. All switches shall be type HD and have quick-make, quick-break operation. All switches shall be of proper horsepower rating as applicable and have dual interlocks designed to interlock the switch box door with the switch operating mechanism. Unit shall be provided with a suitable means of interlock release. An arrangement shall be provided for locking the operating handle in the "ON" or "OFF" position.

Safety switches shall have the proper type metal enclosure, i.e., standard, weatherproof, etc., to suit their specific location as required by the National Electrical Code.

- B. Fuses: Provide fuses for safety switches, as recommended by switch manufacturer, of classes, types and ratings needed to fulfill electrical requirements for service indicated.
- C. When packaged rooftop equipment is furnished, the unit disconnect switch shall be furnished, mounted and wired by the installing contractor.
- D. When rooftop exhaust fans rated less than 1/2 HP at 120 volts, single phase, are furnished, except utility sets, the unit disconnect switch shall be furnished, mounted and wired by the installing contractor.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION OF MOTOR AND CIRCUIT DISCONNECT SWITCHES**

- A. Install motor and circuit disconnect switches where indicated, complying with manufacturer's written instructions, applicable requirements of NEC, NEMA, and NECA's "Standard of Installation", and in accordance with recognized industry practices to ensure that products fulfill requirements.
- B. Install disconnect switches used with motor-driven appliances, and motors and controllers within sight of controller position unless otherwise indicated.
- C. Provide electrical connections for motor and circuit disconnect switches.

END OF SECTION 26 0170

## SECTION 26 0180

### OVERCURRENT PROTECTIVE DEVICES

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION OF WORK

- A. Extent of overcurrent protective device work is indicated by drawing schedules and specifications.
- B. Types of overcurrent protective devices in this section include the following:
  - 1. Molded case circuit breaker.

##### 1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data on overcurrent protective devices, including: voltages and current ratings, interrupting ratings, current limitations, internal inductive and non-inductive loads, time-current trip characteristic curves, and mounting requirements.
- B. Shop Drawings: Submit layout drawings of overcurrent protective devices, showing spatial relationships of units to associated electrical equipment, and connections to electrical power supplies.

#### PART 2 – PRODUCTS

##### 2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include the following:
  - 1. Circuit-Breakers
    - Cutler-Hammer, Inc. (Eaton)
    - General Electric Co.
    - Square D Co.
    - Siemens

##### 2.2 CIRCUIT BREAKERS

- A. Except as otherwise indicated, provide circuit breakers and ancillary components, of types, sizes, ratings and electrical characteristics indicated, which comply with manufacturer's standard design, materials, components, and construction in accordance with published product information, as required for a complete installation.
- B. Molded-Case Circuit Breakers: Provide factory assembled, molded-cased circuit breakers of frame size indicated; 120/208 volts, 60 Hertz, one, two, or three poles with a short circuit symmetrical ampere interrupting rating as indicated by the panel schedule and/or as shown by the single line riser diagram. Provide circuit breakers with permanent thermal instantaneous magnetic trips in each pole with ampere ratings as indicated. Construct with overcenter, trip-free, toggle type operating mechanisms with quick-make, quick-break action and positive handle trip indication. Construct devices for mounting and operating in any physical position and operating in an ambient temperature of 40 degrees C. Provide circuit breakers with mechanical screw type connector lugs, AL/CU rated.



### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION OF OVERCURRENT PROTECTIVE DEVICES**

- A. Install overcurrent protective devices as indicated in contract documents, in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that protective devices comply with requirements. Comply with NEC Standards for Installation of overcurrent protective devices.
- B. Coordinate with other work, including electrical wiring work, as necessary to interface installation of overcurrent protective devices with other work.
- C. Fasten circuit breakers without causing mechanical stresses, twisting or misalignment being exerted by clamps, supports, or cabling.

#### **3.2 ADJUST AND CLEAN**

- A. Inspect circuit-breaker operating mechanisms for malfunctioning and, where necessary, adjust units for free mechanical movement.

#### **3.3 FIELD QUALITY CONTROL**

- A. Prior to energization of overcurrent protective devices, test devices for continuity of circuitry and for short-circuits. Correct malfunctioning units, and then demonstrate compliance with requirements.

END OF SECTION 26 0180

**SECTION 26 0190**  
**SUPPORTING DEVICES**

**PART 1 – GENERAL**

1.1 DESCRIPTION OF WORK

- A. Types of supports, anchors, sleeves and seals specified in this section include the following:

Hangers.

Riser Clamps.

C-clamps

I-beam clamps.

One-hole conduit straps.

Two-hole conduit straps.

Round steel rods.

Lead expansion anchors.

Toggle bolts.

U-Channel Strut Systems.

**PART 2 – PRODUCTS**

2.1 MANUFACTURED SUPPORTING DEVICES

- A. Provide supporting devices, complying with manufacturer's standard materials, design and construct in accordance with published product information, and as required for a complete installation, and as herein specified.

- B. Supports: Provide supporting devices of types, sizes and materials having the following construction features:

Hangers: For supporting EMT conduit, electro-galvanized steel, with 1/4" minimum diameter hole for round steel rod; approximately MSS types 5, 7, 9 or spring steel conduit clips.

Reducing Couplings: Steel rod reducing coupling, 1/4" minimum black steel.

C-Clamps: Black malleable iron, 1/4" minimum rod size.

I-Beam Clamps: Black steel, 1-1/4" x 3/16" stock; 3/8" cross bolt; flange width 2"; approx. 52 pounds per 100 units.

One-Hole Conduit Straps: For supporting EMT conduit, electro- galvanized steel.

Two-Hole Conduit Straps: For supporting EMT conduit, electro-galvanized steel; 3/4" strap width; and 2-1/8" between center of screw holes.

Hexagon Nuts: For 1/4" rod size; galvanized steel.

Round Steel Rod: Black steel; 1/4" min. dia.

Offset Conduit Clamps: For supporting rigid metal conduit; black steel.

- C. Anchors: Provide anchors of types, sizes and materials indicated; and having the following construction features:

Lead Expansion Anchors: 1/4" - 20 Minimum.

Toggle Bolts: Springhead; 3/16 x 4".

- D. Manufacturer: Subject to compliance with requirements, provide anchors of the following:

Ackerman Johnson Fastening Systems, Inc.

Elcen Metal Products Co.

Ideal Industries, Inc.

Rawlplug Co., Inc.

Star Expansion Co.

U.S. Expansion Bolt Co.

Erico Products, Inc. (Caddy)

Hilti, Inc.

- E. U-Channel Strut Systems: Provide U-channel strut system for supporting electrical equipment, 16-gauge hot dip galvanized steel, construct with 9/16" dia. holes, 8" o.c. on top surface, with standard hot dip galvanized finish, and with the following fittings which mate and match with U-channel.

Beam clamps.

Thinwall conduit clamps.

Conduit hangers.

U-bolts.

- F. Manufacturers: Subject to compliance with requirements, provide channel systems of one of the following:

B-Line Systems, Inc.

Elcen Metal Products Co.

Power-Strut Div.; Van Huffel Tube Corp.

Unistrut Div.; GTE Products Corp.

Hilti, Inc.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION OF SUPPORTING DEVICES**

- A. Install hangers and anchors in accordance with manufacturer's written instructions and with recognized industry practices to insure supporting devices comply with requirements. Comply with requirements of NECA, NEC and ANSI/NEMA for installation of supporting devices.
- B. Install hangers, supports, clamps and attachments to support piping properly from building structure. Arrange for grouping of parallel runs of horizontal conduits to be supported together on trapeze type hangers where possible. Install supports with maximum spacings.

END OF SECTION 26 0190

**SECTION 26 0472**  
**BRANCH CIRCUITS**

**PART 1 – GENERAL**

1.1 DESCRIPTION OF WORK

- A. Branch circuit work is indicated by drawings.
- B. The branch circuits shall include furnishing and installing a complete wire and conduit or cable system between panelboards and lighting fixtures, receptacles, fractional horsepower motors, and small single phase loads.
- C. Types of equipment to be furnished and installed in this section include the following:
  - Rigid Raceways – See Section 26 0110
  - Electrical Metallic Tubing (EMT)
  - MC (Metal Clad) (Concealed Work only)
  - Wires and Cables
  - Junction Boxes
  - Pull Boxes
  - Conduit Bodies
  - Bushings
  - Locknuts
  - Supporting Devices

**PART 2 – PRODUCTS**

2.1 BRANCH CIRCUITS

- A. Furnish each branch circuit with an assembly of materials, including but not necessarily limited to, conduit, wire, cable, pull boxes, junction boxes and other items and accessories needed for a complete installation. Where materials or components are not otherwise indicated, comply with NEC, NEMA and established industry standards for applications indicated.

2.2 CONVENIENCE BRANCH CIRCUITS

- A. Intent:
  - 1. The intent of this portion of the specifications is to describe the requirements of a convenience circuit as it applies to 120-volt receptacles.
  - 2. All convenience branch circuits may consist of more than one 120 volt receptacle.
- B. Convenience Circuit - General: A circuit consisting of a phase and neutral conductor, which may share its neutral with other phase conductors provided that the neutral conductor does not become overloaded due to circuit phase relationship. This type of circuit shall also include an equipment grounding conductor as described under the grounding section of the specifications.
- C. Convenience Circuit - Dedicated: A circuit consisting of a phase and neutral conductor which DOES NOT share conductors with any other circuits. This type of circuit shall also include an equipment grounding conductor as described under the grounding section of the specifications.

- D. Convenience Circuit Dedicated with Isolated Ground: A circuit consisting of a phase, neutral and ground conductor which DOES NOT share conductors with any other circuits. This type of circuit shall also include an equipment grounding conductor as described under the grounding section of the specifications.
1. The isolated ground conductor shall be connected to an isolated ground type receptacle as described under the Wiring Devices Section of the specifications.
  2. The isolated ground conductor shall be identified by green insulation with a yellow stripe.
  3. The isolated ground conductor shall be connected to an isolated ground bar in the branch circuit panelboard. This isolated ground bar shall then be connected to an applicable derived system ground or service entrance ground.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION OF BRANCH CIRCUITS**

- A. Install branch circuits, complying with equipment manufacturer's written instructions, applicable requirements of NEC, NEMA, and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Multiple circuits within a single raceway or cable shall be permitted under this section. It shall be the responsibility of the Electrical Contractor to assure that the neutral conductors do not become overloaded due to circuit phase relationship, and isolated grounds not become voided or compromised due to miswiring or wrong connections.
- C. The Electrical Contractor may elect to use metal clad cable in lieu of electrical metallic tubing (EMT) in wall cavities, and/or above tile or dry wall ceilings. In all areas of exposed construction, electrical metallic tubing (EMT) shall be installed.

END OF SECTION 26 0472