

# Project Manual

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## Volume 1



Prepared for:

### Red Clay Consolidated School District

1502 Spruce Avenue  
Wilmington, DE 19805

Project:

### Renovations to Marbrook Elementary School

2101 Centerville Rd  
Wilmington, DE 19808

Prepared by:

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Issued for Construction Documents

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Not Applicable

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Renovations to Marbrook Elementary School  
Red Clay Consolidated School District

**SECTION 000115 – DRAWING LIST**

PART 1 - The actual drawings in the set supersede any discrepancies with this list. This list will be updated prior to inclusion in the successful bidder's contract in accordance with any revisions or addenda. This entire section will be attached to the contract.

All bidders are responsible to review all drawings and include all necessary work related to their trade on any and all drawings.

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(as published in THE NEWS JOURNAL: 7/23/15 and 7/30/15)

**Bid #2-15-44 Marbrook Elementary School Renovations.** There will be a MANDATORY pre-bid meeting on **July 31, 2015** at 10:00amm **at Marbrook Elementary School, 2101 Centerville Road, Wilmington, DE 19808.** Bid specifications will be available (free on CD) at the pre-bid meeting from the Whiting-Turner Contracting Company. The following are the bid offerings:

**Fire Protection: Bid # 2-15-44-21A**

All bids will be publicly opened in the **Marbrook Elementary School on August 17, 2015 at 2:00 P.M.** starting with the roofing bid and continuing until all bids are open. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

EOE

END OF SECTION 001100

## **SECTION 001110 – INVITATION TO BID**

Sealed bids for RCCSD Contract No. **2-15-44** – Marbrook Elementary School Renovations will be received by the Red Clay Consolidated School District at **Marbrook Elementary School, 2101 Centerville Road, Wilmington, DE 19808** until 2:00 p.m. local time on **August 17, 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.

### **Fire Protection: Bid # 2-15-44-21A**

Project involves installation of new fire sprinkler system and interior renovations at the main office.

Attention is called to construction schedule as detailed in the Bid Documents.

A **MANDATORY** Pre-Bid Meeting will be held on July 31, 2015 at 10:00 AM at **Marbrook Elementary School, 2101 Centerville Road, Wilmington, DE 19808** for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE AT THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Red Clay Consolidated School District, 1502 Spruce Avenue, Wilmington, DE 19805. The outer envelope should clearly indicate: **“RCCSD CONTRACT NO. 2-15-44- INCLUDING THE BID PACKAGE # – MARBROOK ELEMENTARY SCHOOL RENOVATIONS – SEALED BID – DO NOT OPEN.”**

Contract documents may be obtained beginning TBD, they will also be available (free on CD) at the pre-bid meeting from the Whiting-Turner Contracting Company.

All bids will be publicly opened at **Marbrook Elementary School, 2101 Centerville Road, Wilmington, DE 19808** on August 17, 2015 at 2:00 P.M. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

Construction documents will be available for review beginning July 31, 2015, at the following locations: The Whiting-Turner Contracting Co. and Red Clay Consolidated School District Offices.

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women-Owned Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

END OF SECTION 001110

**SECTION 002113 – INSTRUCTIONS TO BIDDERS**

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3. BIDDING DOCUMENTS
  
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7. PERFORMANCE BOND AND PAYMENT BOND
  
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ARTICLE 1: GENERAL**

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

**ARTICLE 2: BIDDER'S REPRESENTATIONS**

**2.1 PRE-BID MEETING**

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

2.2 By submitting a Bid, the Bidder represents that:

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

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

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

**2.3 JOINT VENTURE REQUIREMENTS**

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

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

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

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

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

**2.4 ASSIGNMENT OF ANTITRUST CLAIMS**

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of

Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

### **ARTICLE 3: BIDDING DOCUMENTS**

#### **3.1 COPIES OF BID DOCUMENTS**

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

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

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

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

#### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

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

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

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

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

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

### 3.3 SUBSTITUTIONS

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

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

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

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

### 3.4 ADDENDA

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

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

3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

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

**ARTICLE 4: BIDDING PROCEDURES**

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security

deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

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

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

#### 4.3 SUBCONTRACTOR LIST

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

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

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

#### 4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

4.5 PREVAILING WAGE REQUIREMENT

- 4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

- 4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

- 4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.
- 4.7 MODIFICATION OR WITHDRAW OF BIDS
- 4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- 4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

**ARTICLE 5: CONSIDERATION OF BIDS**

- 5.1 OPENING/REJECTION OF BIDS
- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.
- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.
- 5.2 COMPARISON OF BIDS
- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.
- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

### 5.3 DISQUALIFICATION OF BIDDERS

- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
  - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
  - C. The Bidder's written safety plan;
  - D. Whether the Bidder is qualified legally to contract with the State;
  - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
  - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

- 5.3.3.2 Evidence of collusion among Bidders.

- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
  - 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
  - 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
  - 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
  - 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
  - 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) or a Delaware business license number, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification or Delaware business license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. Prior to execution of the resulting contract, the successful Bidder shall be required to produce proof of its Delaware business license if not provided in its bid.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

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

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

#### **ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND**

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

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

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

**ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR**

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A132-2009 Standard Form of Agreement between Owner and Contractor, Construction Manager as Adviser Edition.

END OF SECTION 002113

**SECTION 004000 – BID FORM**

For Bids Due: August 17, 2015

To: Red Clay Consolidated School District  
1502 Spruce Avenue  
Wilmington, DE 19805

Bid Package: 2-15-44-21A – Fire Protection

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

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

(Other License Nos.): \_\_\_\_\_  
\_\_\_\_\_

Phone 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:

**BASE BID: \$** \_\_\_\_\_ **Dollars**  
(\$ \_\_\_\_\_ )

**ALTERNATES – See Specific Scope of Work for complete descriptions of alternate pricing :**

Refer to the specifications and specific scope of work for alternates. Not all of the blanks spaces may be required. Alternate prices are to conform to applicable project specification sections or drawing details. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply. If alternate does not apply to a specific bid package, insert: “Not Applicable”

None.

**UNIT PRICES – See specific Scope of Work for unit pricing description:**

Unit prices conform to applicable project specification section. Refer to the specifications and/or specific scope of work for a complete description of required unit prices for this bid package.

None

I/We acknowledge the receipt of addenda as listed below and the price(s) submitted include any cost/schedule impact they may have.

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This bid shall remain valid and cannot be withdrawn for **Sixty (60)** days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (REQUIRED).

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

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

Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.

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

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

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

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

\_\_\_\_\_  
(State of Corporation)

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

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

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

\_\_\_\_\_  
(Printed Name and Title)

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

**ATTACHMENTS**

- Sub-Contractor List (See Section 00435 and any updates by addenda)
- Non-Collusion Statement
- Bid Security (Deposit or Bid Bond)

**BID FORM**

**Bid Package #:** 2-15-44-21A – Fire Protection

**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.

**NOTE: Subcontractor categories specific to each bid package are listed in specification section 00435 and will be updated at the pre-bid meeting and via addendum. If no categories are requested for a bid package, then none are required to be submitted. Refer to specification section 00435 and any addenda that may modify the required listing.**

<b><u>Subcontractor Category</u></b>	<b><u>Subcontractor</u></b>	<b><u>Address (City &amp; State) &amp;</u></b>
Fire Protection		City _____ State _____ License # _____
Excavation		City _____ State _____ License # _____

**BID FORM**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Bid #2-15-44 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 \_\_\_\_\_ 2015.

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

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

END OF SECTION 004000

**SECTION 004300 – BID BOND**

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

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

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

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

SEALED, AND DELIVERED IN THE  
Presence of

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

**SECTION 004320 – REQUIREMENTS FOR APPROVAL FOR LISTING AS A  
SUBCONTRACTOR**

1. Refer to the following section 004350 for any subcontractors or material suppliers to be listed on the bid form.
2. The Construction Manager / Owner will use the following criteria to determine qualifications for any Contractor for listing as a Subcontractor in any trade area:
  - a. The Contractor regularly employs and continuously maintains on his payroll skilled craftsmen in the trade. These skilled craftsmen shall be registered in the trade when such registration is required.
  - b. The Contractor owns the tools and equipment normally associated with the trade.
  - c. The Contractor has previously performed work in the trade which is similar in scope, size, complexity and cost to the proposed construction.
  - d. The Contractor must have or must have applied for a Delaware Business License prior to bidding the project.
3. The Construction Manager / Owner may challenge or disqualify any Contractor based on failure to meet any of the above criteria for qualification for listing as Subcontractor in a trade. Bidders may be required to present such evidence as deemed necessary to evaluate qualifications. The decision to disqualify a Contractor in a given trade shall be made by the Red Clay Consolidated School District and all decisions shall be final.
4. The subcontractor listing is provided for information only to the construction manager and the owner if the subcontractor category was not requested at the pre-bid meeting or requested by the CM or owner.

END OF SECTION 004320

**SECTION 004350 – LIST OF SUBCONTRACTORS OR MATERIAL SUPPLIERS**

Where the Bidder intends to perform the work with his own forces, his name is listed as a subcontractor.

**This list will be updated via the pre-bid meeting.  
Check addenda and bid forms for final listing.**

Fill out the required information on the bid form:

<u>BID PACKAGE #</u>	<u>BID PACKAGE DESCRIPTION</u>	<u>SUBCONTRACTOR / SUPPLIER CATEGORY TO BE LISTED ON BID FORM</u>
2-15-44-21A	Fire Protection	Fire Protection; Excavation

END OF SECTION 004350

**SECTION 005200 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND  
CONTRACTOR, CONSTRUCTION MANAGER AS ADVISER EDITION  
(AIA 132 – 2009; 11 PAGES)**

END OF SECTION 005200

# DRAFT AIA<sup>®</sup> Document A132<sup>™</sup> - 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)

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

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

«A Blanks»  
« »  
« »

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

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

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<sup>™</sup>-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132<sup>™</sup>-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132<sup>™</sup>-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232<sup>™</sup>-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
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- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
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- 10 INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

« »

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)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Item	Allowance
<input type="checkbox"/>	<input type="checkbox"/>

**§ 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:

(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 ( « » %). 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.

§ 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;

- .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.)*

« » % « »

§ 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

§ 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.

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

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

\_\_\_\_\_  
 << >><< >>

*(Printed name and title)*

\_\_\_\_\_  
 << >><< >>

*(Printed name and title)*

**SECTION 005413 – SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND  
CONTRACTOR, CONSTRUCTION MANAGER AS ADVISER EDITION  
A132-2009**

The following supplements modify the “Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition,” AIA Document A132-2009. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

**ARTICLE 5: PAYMENTS**

5.1 PROGRESS PAYMENTS

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

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

**ARTICLE 6: DISPUTE RESOLUTION**

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.2 Insert the following:

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

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

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

END OF SECTION 005413

**SECTION 006000 – PERFORMANCE BOND**

**PERFORMANCE BOND**

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

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

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

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

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

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

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

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

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

PRINCIPAL

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

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

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

Name:

Title:

Witness or Attest:

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

(Corporate Seal)

SURETY

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

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

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

Name:

Title:

Witness or Attest:

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

Name:

(Corporate Seal)

END OF SECTION 006000

SECTION 006100 – PAYMENT BOND

**PAYMENT BOND**

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

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

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

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

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

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

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

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

PRINCIPAL

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

Witness or Attest:

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

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

(Corporate Seal)

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

Name:

Title:

SURETY

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

Witness or Attest:

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

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

(Corporate Seal)

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

Name:

Title:

END OF SECTION 006100

**SECTION 006200 – APPLICATION & CERTIFICATE FOR PAYMENT (AIA G732 – 2009; 1  
PAGE)**

END OF SECTION 006200

# DRAFT AIA® Document G732™ - 2009

## Application and Certificate for Payment, Construction Manager as Adviser Edition

<b>TO OWNER:</b>          <b>FROM CONTRACTOR:</b>	<b>PROJECT:</b> A Blanks     <b>VIA CONSTRUCTION MANAGER:</b>   <b>VIA ARCHITECT:</b>	<b>APPLICATION NO:</b> 001  <b>PERIOD TO:</b>  <b>CONTRACT DATE:</b>  <b>PROJECT NOS:</b> / /	<b>DISTRIBUTION TO:</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="text-align: center;">OWNER</td></tr> <tr><td style="text-align: center;">CONSTRUCTION MANAGER</td></tr> <tr><td style="text-align: center;">ARCHITECT</td></tr> <tr><td style="text-align: center;">CONTRACTOR</td></tr> <tr><td style="text-align: center;">FIELD</td></tr> </table>	OWNER	CONSTRUCTION MANAGER	ARCHITECT	CONTRACTOR	FIELD
OWNER								
CONSTRUCTION MANAGER								
ARCHITECT								
CONTRACTOR								
FIELD								

**CONTRACT FOR:** General Construction

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGES IN THE WORK.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) .....	\$0.00
<b>5. RETAINAGE:</b>	
a. 0 % of Completed Work (Column D + E on G703: \$0.00 ) =	\$0.00
b. 0 % of Stored Material (Column F on G703: \$0.00 ) =	\$0.00
Total Retainage (Lines 5a + 5b, or Total in Column I on G703) .....	\$0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 minus Line 5 Total)	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE  (Line 3 minus Line 6)	\$0.00

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

**CONTRACTOR:**

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before

me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

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

**CONSTRUCTION MANAGER:**

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

**ARCHITECT:** (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this month including Construction Change Directives	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
<b>NET CHANGES IN THE WORK</b>		<b>\$0.00</b>

**SECTION 006250 – CONTINUATION SHEET FOR G702 (AIA G703 – 1992; 1 PAGE)**

END OF SECTION 006250



**SECTION 007000 – GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION  
(AIA 232 – 2009; 43 PAGES)**

END OF SECTION 007000

# DRAFT AIA<sup>®</sup> Document A232<sup>™</sup> - 2009

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

**for the following PROJECT:**

*(Name, and location or address)*

<< >>  
<< >>

**THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

<< >>< >>  
<< >>

**THE OWNER:**

*(Name, legal status and address)*

<< >>< >>  
<< >>

**THE ARCHITECT:**

*(Name, legal status and address)*

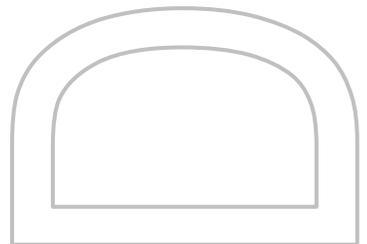
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**ADDITIONS AND DELETIONS:**

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

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

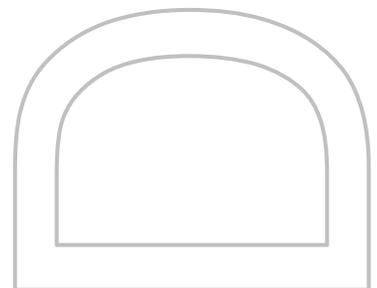
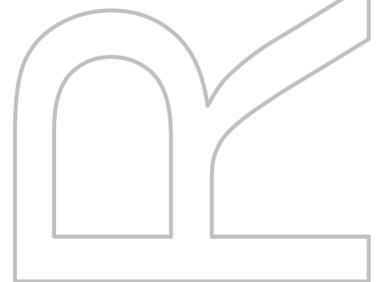
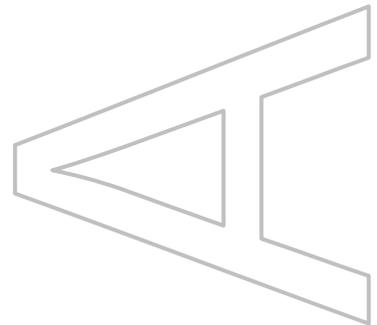
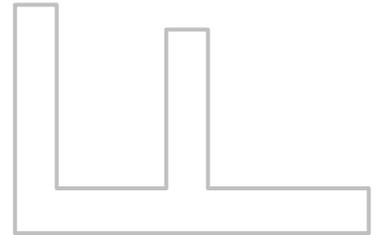
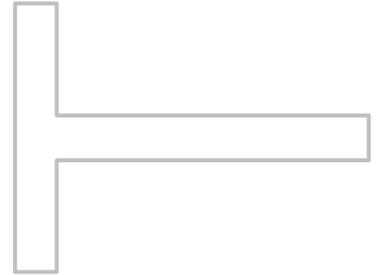
This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132<sup>™</sup>-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser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



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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

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.

**§ 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.

**§ 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

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

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.

**§ 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

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

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.

## 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.

**§ 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.

### **§ 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

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,

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 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.

**§ 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

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 resumed 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 not due to the fault or negligence of the party seeking indemnity.

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

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

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

#### **§ 10.4 Emergencies**

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

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

#### **§ 11.1 Contractor's Liability Insurance**

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts 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 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.

§ 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.

## **§ 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

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

(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.

**§ 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

- .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.

**§ 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.

## **SECTION 007300 – SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT**

### 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.

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## **ARTICLE 1: GENERAL PROVISIONS**

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

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

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

### 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

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

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

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

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.

## **ARTICLE 3: CONTRACTOR**

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

Delete the third sentence in Paragraph 3.2.4.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

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

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

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

### 3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will 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.

3.11 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.

## **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)

## **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 G732, Continuation Sheet G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.3.1.3 Application for Payment shall be submitted on AIA Document G732 “Application and Certificate for Payment, Construction Manager as Adviser Edition”, supported by AIA Document G703. Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

## 9.6 PROGRESS PAYMENTS

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

- 9.6.1 After the Architect 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.

## 9.7 FAILURE OF PAYMENT

strike In first sentence, strike the first reference to “seven” and insert “thirty (30)”. Also “binding dispute resolution” and insert “remedies at law or in equity”.

## 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 and Architect prior to the commencement of that Contractor's Work.

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

## 10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

## 10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

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

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

### 11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

### 11.3 PROPERTY INSURANCE

Delete Paragraph 11.3 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."

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

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.2 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 and Owner immediately upon discovery.

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

**ARTICLE 15: CLAIMS AND DISPUTES**

15.1.6 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 TO THE CONTRACT

**SECTION 007350 – GENERAL REQUIREMENTS**

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**ARTICLE 1: GENERAL**

**1.1 CONTRACT DOCUMENTS**

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

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

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, 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.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

**ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**ARTICLE 3: CONTRACTOR**

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

- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

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

3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

#### 4.2 FAILURE TO COMPLY WITH CONTRACT

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

#### 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

#### 4.4 RIGHT TO AUDIT RECORDS

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

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

## **ARTICLE 5: SUBCONTRACTORS**

### **5.1 SUBCONTRACTING REQUIREMENTS**

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

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
  - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
  - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
  - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

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

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

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

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

## 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

## 5.3 ASBESTOS ABATEMENT

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

## 5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

## 5.5 CONTRACT PERFORMANCE

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

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

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

**ARTICLE 7: CHANGES IN THE WORK**

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

subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

**ARTICLE 8: TIME**

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame. Should I/We be awarded this contract, I/We pledge to complete all the work required in accordance with the project schedule include in specification section 013210. Should I/We be awarded this contract, and should I/We neglect, fail or refuse to complete my/our Work within the time specified in the project schedule, then I/We do hereby agree to pay the owner as liquidated damages the sum of \$1,000 per day. Liquidated damages will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to

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

8.5 RETAINAGE

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

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

**ARTICLE 9: PAYMENTS AND COMPLETION**

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

- 9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.
- 9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.
- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.
- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.
- 9.3 SUBSTANTIAL COMPLETION
- 9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.
- 9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.
- 9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.
- 9.4 FINAL PAYMENT
- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,

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

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

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

Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

**ARTICLE 11: INSURANCE AND BONDS**

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate

Property Damage	\$500,000	for each occurrence
	\$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

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

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

## **ARTICLE 13: MISCELLANEOUS PROVISIONS**

- 13.1 CUTTING AND PATCHING
- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.
- 13.2 DIMENSIONS
- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.
- 13.3 LABORATORY TESTS
- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

**ARTICLE 14: TERMINATION OF CONTRACT**

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to

obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF SECTION 007350



DATE \_\_\_\_\_

I, \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state:

1. That I pay or supervise the payment of persons employed by  
\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_  
(public project)

that during the payroll period commencing on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_ all persons employed on said project

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of the contractor or subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the prevailing wage regulations of the State of Delaware.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, and that the worksite ratio of apprentices to mechanics does not exceed the ratio permitted by the prevailing wage regulations of the State of Delaware.

List only those fringe benefits:

For which the employer has paid; and  
Which have been used to offset the full prevailing wage rate.

(See Delaware Prevailing Wage Regulations for explanation of how hourly value of benefits is to be computed.)

HOURLY COST OF BENEFITS							
(List in same order shown on front of record)							
Employee							
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I realize that making a false statement under oath is a crime in State of Delaware

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**An employer who fails to submit sworn payroll information to the Department of Labor weekly shall be subject to fines of \$1,000.00 and \$5,000. for each violation.**

**SECTION 007400 – DELAWARE PREVAILING WAGE RATES & REPORTING FORM**

ATTACHMENTS:

1. Delaware Department of Labor Payroll Report Form
2. Delaware Department of Labor Prevailing Wage Rates for Building Construction
  - Included by Reference: The State of Delaware Prevailing Wage Rate Regulations. A copy is available from the Department of Labor by calling 302-761-8200 or online on the State of Delaware's website. Contractors are required to abide by all requirements issued by the State relating to prevailing wage regulations.
  - Contractors are required to submit payroll reports to the Department of Labor. Refer to the State Prevailing Wage regulations and the instructions to bidders section 00200 Article 4.5.

END OF SECTION 007400

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

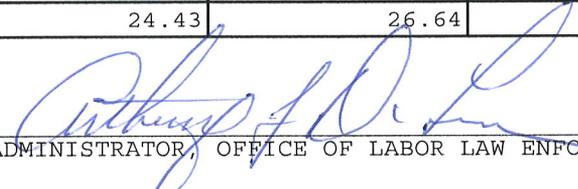
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

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: 3/16/15

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: Marbrook Elementary School Renovations, New Castle County

**SECTION 011200– SUMMARY OF CONTRACTS / SCOPES OF WORK**

**Bid Packages:** The following is a list of Bid Packages for the RCCSD – Marbrook Elementary School Renovations:

<b>UNIT OF WORK #</b>	<b>TITLE</b>	<b>BRIEF DESCRIPTION (See Specific Scope for full description)</b>
01A	General Scope of Work	General Scope of Work Applicable to All Trades
21A	Fire Protection	Fire protection, water service

**Request for clarifications:** Direct all questions or concerns in writing to:  
The Whiting-Turner Contracting Co., Construction Manager, Attention: Frank Lerro  
via fax 302-292-0683 or email, frank.lerro@whiting-turner.com.  
All responses will be in the form of an Addendum.

END OF SECTION 011200  
(ATTACHMENTS FOLLOW – GENERAL SCOPE AND SPECIFIC SCOPES OF WORK)

## **SECTION 011200-01A – GENERAL SCOPE OF WORK**

All work is to be done in accordance with the Contract Documents, including the drawings and the specifications, this scope of work, and all addenda if any. Each trade must comply fully with all sections of the Division 1 general requirements.

This scope is intended as a reference to assist in the bidding process. The Contractor is responsible for all labor, material, tools, equipment, hoisting, storage, layout, incidental work, and associated services necessary to fully complete all of the work described and shown in the Contract Documents. This contractor is responsible to review and include all items in their attached specific scope of work and to also review the work of other trades.

This work includes but is not limited to:

1. All bidders are required to provide 10% bid bond for each bid package submitted.
2. All contractors are required to provide 100% payment and performance bonds for their contract.
3. All contractor employees will be required to sign-in each day on the jobsite.
4. Work hours are 7:00 am to 3:30 pm. All contractors are required to work minimum 5 days per week, 8 hours per day. If day(s) are lost during the work week, all contractors are required to work Saturdays to make up for all lost days at no added cost.
5. Each contractor, upon award, is to forward budget costs for each individual item of work, in s.f. or l.f. costs for accounting only. A list will be forwarded to each sub from Whiting-Turner.
6. Each foreman is required to complete daily field reports and turn them into WT daily. This report states where and what work was performed. Failure to submit reports on a daily basis may delay contractor payment.
7. All deliveries must be scheduled in advance with Whiting-Turner. Major deliveries, those that may impact or disrupt the work of other trades, require seven (7) days notice to WT. Minor deliveries require two (2) days notice to WT. WT shall coordinate storage locations for all deliveries.
8. This contractor will execute an AIA contract with no changes.
9. All contractor employees will meet with the WT Superintendent for a short safety orientation upon starting their work on site. All contractor employees are required to attend this orientation.
10. The foreman and project manager will need to meet with the superintendent for a “pre-start” job meeting.
11. This contractor is responsible for all existing site conditions in existence as of the bid due date. These conditions may not be identified on the drawings or in this scope of work. Examine prior to the bid.
12. All contractors are required to perform all layout required for their work.
13. No gasoline-powered equipment can be used at any time within buildings. All equipment you plan to use must be reviewed with the Superintendent for safety concerns.
14. MSDS must be forwarded prior to starting work. No chemicals can be used at any time without properly reviewing them with WT first.
15. All contractors are required to perform any necessary dewatering in order to complete their work.
16. All subcontractors are responsible for daily cleanup of their debris to the jobsite dumpster. This means that no trash or excess construction materials can be left on site or in buildings at the end of the day.

17. The Construction Manager will supply a dumpster for the work, except as noted in the specific scopes of work. The contractor is responsible for placing debris in the dumpster.
18. Storage space will be limited. Materials and gang boxes cannot be in the way of other trades, traffic, fire lanes, access, etc. Review location and requirements with WT. Provide storage trailers or off site storage when necessary.
19. Furnish attic stock as required by the drawings, specifications, or the scope of work.
20. Jobsite security and security of materials, equipment, tools, etc. is the responsibility of each contractor.
21. Contractors are required to coordinate with other trades and with Whiting-Turner.
22. Contractors are required to comply with all safety regulations as required by OSHA, State of Delaware, Red Clay Consolidated School District, Whiting-Turner, and as noted in the specifications. Provide all safety devices necessary for your work.
23. All change order pricing must be accompanied by a labor and material breakdown and with subcontractor quotes.
24. Care must be taken to not mark or damage finished surfaces. Contractors will be backcharged or will need to pay for repairs to the work of others. Protect the owner's property.
25. Roof protection must be provided by any contractor working on top of the completed roof systems. Minimum protection required is 2" rigid insulation and ¾" plywood.
26. All safety, barricades, floor opening protection, etc., installed by this contractor or by others is the responsibility of this contractor if moved or damaged by this contractor.
27. Provide all testing, guarantees, warranties, as-built drawings, O&M manuals, commissioning tests, close-out documentation, and start-up services necessary to put all work into first class operating condition per the contract documents including any final cleanup required.
28. As-built drawings must be maintained on the job-site and updated on a daily basis for review by Whiting-Turner. At contract completion, contractor must submit as-built drawings and O&M Manuals as required by specifications.
29. Owner training required by specifications. Training must be videotaped.
30. Where furnishing and installation of work is indicated by separate parties include:
  - Furnishing Party – delivery to jobsite including freight and taxes
  - Installing Party – receiving, unloading, inventory, storage, handling, and installation.
31. Core drilling, cutting & patching as required to perform work. Include restoration of surfaces to original condition if required. Cutting to be performed as to minimize patching.
32. Sealants, caulking, and firestopping integral with work.
33. Permit fees and licenses required for work, other than the building permit, shall be furnished by the contractor whose work requires such permits.
34. General temporary lighting, 120V power & water will be provided. Any contractor requiring temporary services above and beyond those noted shall provide the necessary temporary service required for their work. Refer to specific scopes of work for contractors that will be required to provide all temporary power and lighting for the duration of their work.
35. Each contractor shall provide scaffolding, hoists, lifts, cranes, and other means of access for own work.
36. Premium cost for shutdowns or any other off-hour work. All shutdowns must be scheduled at least two (2) weeks in advance.
37. Phasing and remobilization per the project schedule and as required to properly coordinate and complete the work.
38. Field measurements and verification of existing conditions.
39. Temporary weather and dust protection for own work.

40. Perform any snow removal for access to your work, beyond road areas normally maintained by State.
41. Compliance with local noise restrictions.
42. Temporary sheeting, shoring & bracing as required to perform this work. Engineering calculations/PE certifications if specified.
43. Submittals and mock-ups as specified.
44. Warrantees as specified commencing on date of substantial completion.
45. Insurance as required by specifications. Maintain throughout project. Professional liability insurance for any design/engineering work.
46. All applicable sales, use & excise taxes.
47. Surface preparation and inspection for proper installation of the work. Include clean-up, etching, flash patching, moisture testing, etc. as required per specification and manufacturers instructions. Commencement of work shall constitute acceptance of the substrate as suitable for this work.
48. Sleeves, inserts, and anchors for this work.
49. Additional reinforcement/supports for this work which is not detailed on the architectural and structural drawings.
50. Comply with all Whiting-Turner and Owner Quality Control Program requirements for this work.
51. The contractor must have on site at all times during own work a supervisor or foreman responsible to coordinate the work with all other trades to meet the project schedule, to perform the work to meet the contract documents and to effectively communicate with the construction manager and other trades. The decision of that individual shall be binding upon the contractor.
52. Attendance at foreman meetings by the supervisor or foreman is mandatory.
53. Attendance at progress meetings by your project manager is mandatory. Meetings may be tape recorded.
54. After bids are received, contractors will need to attend a scope review meeting with Whiting-Turner, the Owner, and the Architect.
55. The successful contractor must forward Whiting-Turner a copy of their safety program.
56. During this project, hot work permits will need to be obtained from Whiting-Turner prior to proceeding with any such work on a daily basis.
57. All contractors are responsible for their work as shown on any and all drawings.
58. Each contractor must have a line item on their invoice schedule of values that allows 3% of the total contract amount for close-out documents (as-builts, warranties, operations and maintenance manuals, punchlists, etc.) in addition to 5% retention.
59. Building or site commissioning is to be performed separately from owner training.
60. All subcontractor foremen and project manager are required to remain as such throughout the duration of the project unless otherwise approved by WT and RCCSD.
61. The following documents will be required at project start-up and need to be submitted within two weeks of the notice to proceed:
  - A. Fully executed Contract.
  - B. Copy of State of DE Business License
  - C. Insurance Certificate indicating coverage and limits, as specified in Contract Documents.
  - D. Permits or permit filing receipts as required by the contract documents, New Castle County, State of Delaware or any other regulatory agencies having jurisdiction. (Building permit is by CM)
  - E. Payment Bond and Performance Bond
  - F. Emergency Telephone Numbers for project manager and foremen

- G. MSDS Information
  - H. Attendance of Onsite Safety Orientation
  - I. Copy of Written Safety program and policy
  - J. List of all applicable labor rates
  - K. Detailed Schedule for the work
  - L. Schedule of Values for invoicing
  - M. Subcontractor List
  - N. Supplier List
62. The following documents (other than submittals) will be required prior to billing for the close-out documents.
- A. Signed-off copy of the punchlist.
  - B. Attic stock delivery confirmation (if required by the specifications)
  - C. As-built Drawings
  - D. Testing Reports and/or Equipment Start-up reports
  - E. Operation and Maintenance Manuals
  - F. Owner Training Sessions & video tapes as specified.
  - G. Standard Guarantee/Warranty for this Trade Contractor and subcontractors (attached)
  - H. Specific Warranties from individual suppliers or manufacturers
  - I. Affidavit that all taxes have been paid
  - J. AIA Document G706 – Affidavit of Payment of Debts and Claims (Original available from AIA)
  - K. AIA Document G706A – Affidavit of Release of Liens (Original available from AIA)
    - Complete and attach the ‘Trade Contractor’s Final Release and Affidavit’
    - Complete and attach the ‘Final Waiver and Release for Second Tier subcontractors and suppliers’ (1 needed from each subcontractor / supplier utilized.)
  - L. AIA Document G707, Consent of Surety of Final Payment (Original available from AIA)

END OF SECTION 011200-01A

## **SECTION 011200-21A – SPECIFIC SCOPE OF WORK – FIRE PROTECTION**

### **SPECIFIC SCOPE – FIRE PROTECTION:**

- A. The provisions outlined in the General Scope of Work shall apply to all items of this section. All work shall be in accordance with the schedule.
- B. This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. All work shall be furnished and installed unless noted otherwise herein. The scope of work shall include but not be limited to the following specific scope of work:

### **SPECIFICATION SECTIONS**

Prepared by SchraderGroup, dated June 2, 2015:  
Volume 1: Divisions 00 – 33

The contractor is fully responsible for the technical specification sections as listed below for this Unit of Work. The exception to this is when the note “As Applicable” follows a technical specification section. In that case, other units of work, as defined by the Scope, may also have some responsibility for that particular section. General Conditions, Supplementary Conditions, General Requirements and General Scope Items apply to each and all of the Individual Units of Work.

### **NARRATIVE:**

1. Include the cost of performance and payment bonds in the base bid.
2. Review all drawings including civil, structural, architectural, mechanical, electrical, plumbing and fire protection prior to mobilization to identify all items that need to be embedded, penetrate or generally coordinated with sprinkler work.
3. Provide all permits and fees required. New Castle County building permit provided by Whiting-Turner.
4. Provide all fire suppression piping, hangers, valves, backflow preventer, dry system valve assemblies, air compressors, sprinkler heads, fittings, fire hose cabinets, hose connection valves, identification devices, drains, labels, tags, alarm devices, flow switches, tamper switches, fire department connection, signage, etc. for a complete automatic fire protection system.
5. Provide wet and dry systems as required to meet all local codes and inspection agency requirements.
6. Provide incoming fire water service piping complete from connection point in roadway as shown. Provide all excavation and backfill required to perform this work. Provide all sawcutting and patching as shown and as required. Obtain any necessary DeIDOT permits for this work. Provide all maintenance of traffic per DeIDOT requirements. All work in roadway to be completed during work hours established by DeIDOT. Provide meter pit as detailed.
7. Provide sleeve in foundation wall as required for incoming fire water service.
8. Provide fire-stopping sealant at all penetrations in fire-rated walls, floors and ceilings.
9. Provide access doors as required.

10. Perform hydraulic testing of all systems prior to fire marshal inspection.
11. Verify all required clearances for all equipment.
12. Provide all cutting, patching, core drilling, sleeves and penetrations as required. Sleeve all penetrations at all walls and floorings. Provide chrome escutcheons at all exposed pipe penetrations.
13. This contractor shall provide all wall patching and painting generated by the new sprinkler work.
14. This contractor shall be responsible to remove and replace all existing ceilings to provide access for this work. If sprinkler work is required above drywall or inaccessible ceilings, this contractor shall remove and replace as required. Contractor shall field verify ceiling conditions during the bidding period.
15. Contractor shall field verify above ceiling utilities and conditions during bidding period to determine routing of new sprinkler piping, attachment to existing structure, etc.
16. Provide proper sprinkler head types for any high heat locations.
17. Provide proper sprinkler head types where required for freeze protections.
18. Provide fire hose valves and cabinets as shown.
19. Provide guards or screen on sprinkler heads as shown.
20. Provide concrete splash blocks at test drain locations.
21. Provide all fall protection and safety measures required to complete this work.
22. Provide scaffolding, rigging, hoisting, security and storage for this work.
23. Coordinate all power and fire alarm wiring requirements with electrical contractor.
24. Provide floor protection at all locations of work.

### **ALLOWANCES**

Include the following allowances in the base bid. They will be billed against on a time and material basis during the project with labor rates and unit prices that will include the allowable overhead and profit. Any unused portion will be credited from the contract. The allowances can be used for another purpose at the discretion of the CM at any time:

None.

### **ALTERNATES**

Provide all masonry work, in accordance with above specific scope of work, as applicable, for the alternates listed below.

Insert the following alternate prices into the spaces provided on the bid form.

None.

### **UNIT PRICES**

Provide the following unit prices. Whiting-Turner reserves the right to request lump sum or T&M pricing for extra work in lieu of applying unit prices.

None.

## SECTION 012500 – CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

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

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Construction Manager are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Construction Manager.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

- C. Proposal Request Form: Use AIA Document G709 or approved comparable forms for Proposal Requests.

#### 1.4 CHANGE ORDER PROCEDURES

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

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012550 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification sections, apply to requirements of this Section.
- B. Closely-related requirements specified in other Sections:
  - 1. Specific provisions relative to certain products, and specific requirements relative to acceptability of certain products, are specified in Divisions 02 through 28.
  - 2. **Product substitutions will not be considered prior to receipt of bid.**

#### 1.2 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies general requirements regarding products, product handling, product compliance, and substitutions, including submittal procedures.

#### 1.3 DEFINITIONS

- A. Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents.
- B. "Products" are items purchased for incorporation in the Work, either by Owner or Contractor and whether specifically purchased for this project or taken from the Contractor's stock. The term "product" as used includes the terms "material", "equipment", "system" and other similar terms.
  - 1. "Named Products" are products identified by use of the manufacturer's name for a product, including make or model designation, as published in product literature, current as of the date of the Contract Documents.
  - 2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined, fabricated or processed to form units of work.
  - 3. "Equipment" includes products with operational parts, whether motorized or manually operated; products that require service connections such as wiring or piping; and other products identified as "equipment" by the Specifications.
- C. Substitutions: Products and methods of construction differing from those required or identified as acceptable by the Contract Documents and requested by the Contractor to be deemed acceptable. The following are NOT subject to the substitutions requirements of this Section:
  - 1. Revisions to the Contract Documents, where requested by the Owner or his representative; these are considered as "changes".

2. Contractor options on products and construction methods included in the Contract Documents.
3. The Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities; these do not constitute "substitutions" and do not constitute a basis for Change Orders.

#### 1.4 REQUIREMENTS

- A. Comply with the requirements of this Section relative to the selection, coordination, handling and installation of products, except where more stringent or more specific requirements are specified in Division 02 through 16.
- B. Comply with the requirements of this Section relative to requests for substitutions.

#### 1.5 SUBMITTAL OF SUBSTITUTION REQUEST

- A. Make request for substitution only as specified. Do NOT request substitutions by the submittals procedure specified in Section 01330: Submittal Procedures.
- B. Requests for Substitutions:
  1. Submit 3 copies of each request for substitution.
  2. Identify the product or fabrication or installation method to be replaced by the substitution, including related Specification Section and Drawing numbers.
  3. Include the following information, as appropriate, with each request:
    - a. Reason for proposed substitution.
    - b. Complete product data, drawings and descriptions of products, and fabrication and installation procedures.
    - c. Samples where applicable or requested.
    - d. A detailed comparison of the proposed substitution with the work specified. Include significant qualities such as size, weight, performance characteristics, compliance with requirements and standards, and visual characteristics. Submit in same terms and same order as specified work, to facilitate comparison.
    - e. Complete coordination information. Identify changes required in other elements of the work to accommodate the substitution, including work performed by other Contractors.
      - 1) Include one of the following:
        - a) A statement by the Contractor proposing the substitution that he will pay for any additional costs to other Contractors.
        - b) A statement by each Contractor affected, that identifies changes to the costs, time, arrangement or performance characteristics of his work, and a statement by all other Contractors that the proposed substitution will require no change to the

cost, time, arrangement or performance characteristics of their work.

- f. A statement that the Contractor agrees to pay design costs or other costs incurred by the Owner in connection with the substitution.
  - g. A statement indicating the effect the substitution would have on the work schedule including total Contract Time, in comparison to the schedule without the proposed substitution.
  - h. Complete cost information, including a proposal of the net change in the Contract Sum.
  - i. Certification by the Contractor to the effect that, in the Contractor's opinion, the proposed substitution shall result in work that in every significant respect is equal to or better than the work required by the Contract Documents, and that it shall perform adequately in the application indicated. Include in this certification the Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.
- C. Architect Action:
- 1. Within one week of receipt of the Contractor's request for substitution, the Architect will advise the Contractor of additional information or documentation needed for evaluation of the request, and an estimate of design costs, administrative costs, or other costs to be incurred by Owner.
  - 2. Within 3 weeks of receipt of the request, or within 2 weeks of receipt of the requested additional information or documentation, whichever is later, the Architect will notify the Contractor of either the acceptance or rejection of the proposed substitution.
    - a. Acceptance will be in the form of a letter, including a statement that a Change Order will or will not be required, and, if required, the changes in cost and time to be included in that Change Order. The Change Order, if required, will be issued within a reasonable time.
    - b. Rejection will include a statement giving reason for the rejection.

## 1.6 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same generic kind from a single source.
- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. Select products to be compatible with other products previously selected. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.

## 1.7 REFERENCED STANDARDS

- A. Comply with the applicable provisions of codes, standards and specifications referenced in the Section specifying each product.
  - 1. Where products are shown on Drawings but not described in these Specifications, comply with industry standards and regulations applicable to such products.

## PART 2 - PRODUCTS

### 2.1 GENERAL PRODUCT COMPLIANCE

- A. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include:
  - 1. Specifications including Named Products:
    - a. Where only a single product or manufacturer is named, provide the product named, unless the Specifications, by use of the term "Reference Product", "Design Product", or otherwise, indicate possible consideration of other products.
      - 1) Comply with the "substitutions" procedures of this Section if proposing unnamed product.
    - b. Where two or more products or manufacturers are named, provide one of the products named, at the Contractor's option. Do not provide or offer to provide an unnamed product, except as follows:
      - 1) Where the Specifications name products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to the use of these products only nor require pre-bid substitution, the Contractor may, at his option, propose an unnamed product that complies with Contract requirements in accordance with the "Substitutions" procedures of this Section.
  - 2. Specifications which do not name products:
    - a. Where the Specifications describe a product or assembly by listing characteristics required, but without use of a brand or trade name, provide product or assembly that provides the specified characteristics and otherwise complies with Contract requirements.
    - b. Where the Specifications do not name products, but require compliance with specific performance requirements, provide products that comply with those requirements, and that are recommended by the manufacturer for each specific application. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's project-specific certification of performance.

- c. Where the Specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specified requirements, including the standards, codes and regulations.
3. Specifications requiring matching an established sample: The final judgment of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect.
- B. Accommodation of Selected Products: Where the Contract Documents indicate details or other requirements based on a specified product, and the Specifications name two or more products or manufacturers for the Contractor's selection, the Contractor shall be responsible for adjustment in details and other requirements to accommodate the product of his selection, at no change to the Contract Sum or Contract Time.

## 2.2 GENERAL PRODUCT REQUIREMENTS

- A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged. Unless specifically required by the Contract Documents to be salvaged, re-used or otherwise restored, provide products that are unused at the time of installation. Provide products that are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- B. Standard Products: To comply with the requirements of the Contract Documents, provide standard products of types that have been produced and used successfully in similar applications on other projects.
- C. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced product for which the manufacturer has published assurances that the product and its parts shall be available to the Owner at a later date. A reasonable doubt regarding such future availability will be grounds for rejection of products other than named products.
- D. Nameplates: Except for required labels and operating data, do not permanently attach or imprint manufacturers' or producers' nameplates or trademarks on exposed surfaces to view in occupied spaces or on the exterior of the completed project.
  1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
  2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate the nameplate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain product identification and essential operating data, including information specified for particular nameplates in Divisions 02 through 16.

## 2.3 SUBSTITUTIONS

- A. General: A request for a substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, as judged by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.
- B. Conditions: The Architect will consider a request for substitution when the following conditions are met:
  - 1. The request is for the use of a product not named in the Specifications, and where product selection is not limited to named products.
  - 2. The specified product or method is no longer available or cannot be provided in time to comply with the Contract Schedule. The request shall not be considered if the effect on the schedule is a result of the Contractor's failure to place an order within 30 days of award of Contract, to pursue the work expeditiously, or to properly coordinate the work.
  - 3. A substantial net advantage, as determined by the Architect, is offered the Owner, in terms of cost, time, operating efficiency or other factors, after deducting negative factors such as additional compensation to the Architect for redesign and evaluation services, increased costs of other work by other Contractors, or adverse effects on maintenance.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Except where project-specific or more stringent requirements are set forth in the Contract Documents, comply with the manufacturer's instructions and recommendations for installation of products in each application.
- B. Anchor each product securely in place, accurately located and aligned with other work.
- C. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

**END OF SECTION**

## **SECTION 012650 – CHANGE ORDER REQUEST SUBMISSION FORMAT**

The following is a general listing of requirements relating to change order work. Refer to the Contract, General Conditions, Supplementary Conditions, General Scope, and Specification for full requirements.

1. Refer to the Supplementary General Conditions for the Allowable overhead and profit Mark-ups.
2. Any proposed change order / request for the project must be submitted in the format example shown in this specification section.
3. All labor and material costs must be separated with their applicable mark-ups detailed.
4. Whiting-Turner, the Owner, or the Architect may request additional breakdown information, back-up, etc., at their discretion at any time.
5. Each price submitted must include the following:
  - a. Detailed description of the issue.
  - b. Location in the building.
  - c. Reason why it's extra
  - d. Drawing, Specification or other documentation references.
  - e. RFI reference
  - f. Submittal reference
  - g. WT price request reference
6. For price requests or time and material work, obtain approval from the Whiting-Turner project manager in writing prior to proceeding with the extra work.
7. Notify Whiting-Turner in writing immediately (with 24 hours) upon discovering an extra work issue.
8. Any work authorized to proceed on a time and material basis must have the T+M tickets signed daily by Whiting-Turner.
9. Extra work prices or unsigned T+M tickets forwarded after the work is completed will not be accepted.
10. For emergency work that may impact the schedule, verbal cost budgets must be submitted immediately. The work may be authorized to proceed at the Whiting-Turner project manager's and/or owner's discretion.
11. Return extra work price requests in 5 days. Finalize T+M tickets in 5 days.
12. Any item of extra work that cannot be agreed upon at a fixed price will be performed on a time and material basis that is not to exceed an agreed upon budget.

**Labor Bill Rates & Change Request Submission Formats**

**A. Labor Billing Rate Calculation – Example**

Base Rate	\$17.40
Fringe Benefits *@% of base rate	<u>8.53</u>
Subtotal Rate	\$25.93
Insurance & taxes ** @% of subtotal rate	<u>9.07</u>
<b>Subtotal - Labor Rate</b>	<b>\$35.00</b>
Overhead & Profit @ 15%***	<u>5.25</u>
<b>Total – Hourly Billing Rate</b>	<b>\$40.25</b>

**NOTE:**

- \* The fringe benefit includes health, welfare or retirement benefits, vacation, holiday or sick leave pay.
- \*\* The insurance and taxes include employer payment for unemployment insurance, worker's compensation, FICA, Bonds, Gross Receipts, etc.
- \*\*\* Allowable mark-up will decrease on a scale based on the total amount of the proposed change. Refer to the supplementary general conditions for additional information. This note is typical for all of the examples above and below.

**B. Change Directive Calculation**

**1. Trade Contractor**

Labor Billing Rate \$35/hr x 50 hrs	\$1,750.00
Fee (overhead & profit) @15%***	<u>\$262.50</u>
Subtotal Labor	\$2,012.50
Material or Equipment	\$2,000.00
Fee (overhead & profit) @15%***	<u>\$300.00</u>
Subtotal Material	\$2,300.00
<b>Total Costs</b>	<b>\$4,312.50</b>

**2. Subcontractor / Trade Contractor**

Sub- Labor Billing Rate \$35/hr x 50hrs	\$1,750.00
Fee (sub overhead & profit) @15%***	<u>\$265.50</u>
Subtotal-Labor	\$2,012.50

Sub-Material or Equipment	\$2,000.00
Fee (sub overhead & profit) @15%***	<u>\$300.00</u>
Subtotal-Material	\$2,300.00

**Total Costs-Subcontractor \$4,312.50**

Fee payable to contractor	
Subcontractor Labor and Material	\$4,312.50
Contractor overhead & profit @ 5%	<u>\$215.62</u>

**Total Costs \$4,528.12**

**3. Sub-Subcontractor / Subcontractor / Trade Contractor**

Sub-subcon. Labor Billing Rate \$35/hr x 50hrs	\$1,750.00
Fee (overhead & profit) @15%***	<u>\$262.50</u>
Subtotal- Labor	\$2,012.50

Sub-subcon. Material or Equipment	\$2,000.00
Fee (overhead & profit) @15%***	<u>300.00</u>
Subtotal-Material	\$2,300.00

**Total Costs – Sub-subcontractor \$4,312.50**

Fee payable to Sub-Contractor	
Sub-subcontractor Labor and Material	\$4,312.50
Subcontractor overhead & profit @5%	<u>\$215.63</u>

**Total Costs – Subcontractor \$4,528.13**

Fee payable to Trade Contractor	
Subcontractor Labor and Material	\$4,528.13
Contractor overhead & profit @5%	<u>226.41</u>

**Total Costs \$4,754.54**

END OF SECTION 012650

SECTION 012900 – PAYMENT PROCEDURES

1. The following documents are included in section 006200:
  - A. AIA Document G732, Application and Certification for Payment, Construction Manager as Advisor Edition
  - B. AIA Document G703, Continuation Sheet
2. A **PENCIL** (Proof) copy of the proposed Application for Payment must be submitted by the 20<sup>TH</sup> of the month to the WT Project Manager.
3. Upon approval of the Pencil copy by the WT Project Manager, the **ORIGINAL** Application for Payment must be submitted by the 25<sup>TH</sup> of the month to:  
The Whiting-Turner Contracting Company  
131 Continental Drive, Suite 404  
Newark, DE 19713.  
Faxed copies are NOT acceptable.
4. Typical errors on invoice submissions are as follows. Please review this list prior to submitting your invoice. Invoices with errors will be returned. Typical errors:
  - A. AIA forms used must be the correct documents.
  - B. AIA forms must be original documents, not copies.
  - C. Invoice should reference the School District's Purchase Order number.
  - D. Math is incorrect.
  - E. Invoice is not notarized .
  - F. Schedule of Values needs to be approved in advance prior to submission of invoice. It should be broken down by phases, floors, areas, systems, materials, labor, allowances, alternates, etc.
  - G. Schedule of Values must list a line item for close-out documents: (As-Builts, Warranties, Operations and Maintenance Manuals, Training Sessions, AIA close-out documents, etc.)
    - i. \$2,500 minimum, OR
    - ii. 1% of total contract amount, which ever is greater.
  - H. Retainage amount is incorrect. Should be 5%.
  - I. Amount billed does not match work in place on site (obtain WT's prior approval)
  - J. Invoice is addressed improperly, should be addressed to:  
Red Clay Consolidated School District  
1502 Spruce Avenue  
Wilmington, DE 19805  
(But delivered to Whiting-Turner)
  - K. Insurance certificate has expired. Current insurance must be on file.
  - L. Trade Contractor's Partial Release of Liens not attached.
  - M. Invoice is billing for stored materials, copies of shipping receipts, invoices, and an insurance certificate for the building which houses the materials must be attached.
  - N. Invoice is billing for extra work that has not yet appeared on an AIA G701 Change Order.
  - O. Second tier Contractors / Suppliers Partial Release not attached .
  - P. Daily field reports or Safety meeting minutes have not been forwarded to the WT superintendent.
  - Q. Copies of Certified payroll reports have not been submitted.

- R. Punchlist is not complete (applicable at end of project).
- S. Close out documents not received or incomplete (applicable at end of project).

END OF SECTION 012900

## **SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Project meetings.
- B. See Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

#### **1.2 COORDINATION**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.

### 1.3 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  3. Number of Copies: Submit three opaque copies of each submittal. Architect will return one copy.
  4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

### 1.4 PROJECT MEETINGS

- A. General: Coordinate, schedule and conduct meetings and conferences at Project site with the Construction Manager.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Manager, Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Construction Manager, Owner and Architect, within three days of the meeting.
- B. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Construction Manager and Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related requests for interpretations (RFIs).

- d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility problems.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written recommendations.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Construction Manager, Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Provide digital and hard copies of the construction schedule to the Construction Manager on a monthly basis unless indicated otherwise within the Construction Documents.
    - b. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule

revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- c. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) Requests for interpretations (RFIs).
  - 16) Status of proposal requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## **SECTION 013110 – PROJECT COORDINATION**

### **1.01 PROJECT COORDINATION**

- A. Every Trade Contractor shall be responsible for the coordination of the progress of their work with the progress of all other Trade Contractor's work.
- B. Inasmuch as Project completion within the time limit is dependent upon cooperation of those engaged therein, it is imperative that each Trade Contractor perform his work at such time and in such a manner as not to delay or otherwise interfere with work progress of other Trade Contractors. If any Trade Contractor's work depends upon proper execution or results of another Trade Contractor's work, the former shall inspect the work and report any defects therein to the Construction Manager.
- C. Trade Contractors shall afford each other every reasonable opportunity for installation of their work, and shall work in conjunction with each other in order to facilitate proper and intelligent execution of work.
- D. Plans are generally diagrammatic, and each Trade Contractor shall coordinate his work with the work of others, so that interference between mechanical and electrical work and architectural and structural work does not occur. Each Trade Contractor shall furnish and install offsets, bends, turns, and the like in connection with his work to avoid interference with work of other Trade Contractors, to conceal work where required, and to secure necessary clearance and access for operation and maintenance. In case of interference or lack of clearance and access, the Construction Manager will be notified immediately, and shall, in turn, notify the Architect. The Architect will decide which work shall be relocated, regardless of which was installed first.
- E. Systems Coordination Drawings
  - 1. Systems Coordination Drawings are required from the Mechanical, Electrical, Fire Protection, and General Trade Contractors with the lead role assigned to the Mechanical Trade Contractor.
  - 2. The Mechanical Trade Contractor shall prepare 1/4" = 1ft. scale Reproducible Systems Coordination Drawings for all areas with piping and ductwork. At critical areas of coordination (risers/shafts, mechanical, electrical and communications rooms), larger scale drawings may be required as determined by all Trade Contractors. Drawings to indicate spatial relationship of all HVAC piping and ductwork.
  - 3. The Mechanical Trade Contractor shall prepare and submit, to the Construction Manager, a regularly updated schedule indicating the development and review of these drawings with other Trade Contractors. The drawing development and review schedule must follow the project construction schedule.

4. The Mechanical Trade Contractor shall provide the Reproducible Systems Coordination Drawings to other Trade Contractors for their input and review. The routing is as follows: HVAC, Fire Protection, Plumbing, Electrical, and General Works with the drawings being returned to the Mechanical (HVAC) Trade Contractor.
5. Each Trade Contractor will add the work of his Contract on the System Coordination Drawings to avoid interferences. All piping, equipment, light fixtures, sprinkler heads and in-ceiling equipment, such as rolling gates, must be shown on these drawings to include elevations and dimensions. Trade Contractors shall also consider future access for maintenance clearances required around equipment. If there are items on the systems coordination drawings which modify the design of the contract drawings, each Trade Contractor must highlight these areas by clouding, numbering, and referencing them to the affected contract drawings to allow proper review by each Trade Contractor and the Architect/Engineer.
6. Prior to forwarding the Systems Coordination Drawings to the next Trade Contractor, an approval stamp, initialed and dated, should be affixed by the reviewing Trade Contractor. This approval shall signify that the Trade Contractor will install his work accordingly.
7. During the Systems Coordination Drawing process, the Construction Manager will conduct regularly scheduled meetings. Each Trade Contractor is required to attend these meetings. The Construction Manager is responsible for recording and distributing meeting minutes to all Trade Contractor and the Architect/Engineer. The purpose of the meetings will be to review and discuss interferences and conflicts which required modifications to the Systems Coordination Drawings. All resolutions of interferences and conflicts which required modifications, shall be initialed by the appropriate Trade Contractors on the Systems Coordination Drawings. Conflicts that result after the coordination drawings are signed-off will be the responsibility of the Contractor who installed the work improperly. Coordination participants that fail to cooperate in the coordination Drawings effort, will be responsible for all costs incurred for adjustments to the work made necessary to accommodate installations. Coordination drawings shall be updated on a periodic basis and shall reflect all changes. At each meeting, the Trade Contractors will review and update the Systems Coordination Drawing Schedule.
8. Once reviewed and approved by each Trade Contractor, the Mechanical Trade Contractor will prepare the Final Reproducible Systems Coordination Drawings with the work of all trades included. Submit the Reproducible drawings along with five (5) prints to the Construction Manager who will forward to the Architect for his review.
9. The Mechanical Trade Contractor shall indicate any unresolved conflicts or interferences on the Systems Coordination Drawings. Those should be delineated by clouding, number and referencing to the affected contract drawings.

10. The Architect will review and return to the Construction Manager. The Construction Manager will distribute the number of drawings to the Trade Contractors for installation of their work.
11. The Systems Coordination Drawings DO NOT REPLACE ANY SHOP DRAWINGS FABRICATION AND LAYOUT DRAWINGS REQUIRED BY SPECIFICATION SECTIONS.

## **1.02 FIELD ENGINEERING**

### **A. Inspection:**

1. Each Trade Contractor shall verify locations of survey control points prior to starting work. Promptly notify Construction Manager of any discrepancies discovered.
2. The Trade Contractor shall verify all measurements of the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings; any difference which may be found should be submitted to the Architect for consideration before proceeding with the work.

### **B. Survey Requirements: The Construction Manager shall secure a professional engineer or surveyor licensed in the State of Delaware to perform the following:**

1. Verify grades, lines, levels, locations and dimensions as indicated. Report any errors or inconsistencies in the above, before commencing work.
2. Exercise care in laying out work to keep within lot and property lines. Be responsible for encroachments on rights or property of public or surrounding property owners.
3. Locate and layout building or facilities according to the drawings with respect to their location on property and elevation in relation to grade.
4. Provide and maintain well-built batter boards at corners (if applicable). Establish and safeguard benchmarks in at least two (2) widely separated places. As work progresses, establish benchmarks at each level. Give exact levels of various floors.
5. Maintain complete, accurate log of control and survey work as it progresses.

### **C. Construction Layout:**

The Sitework Trade Contractor shall be responsible to perform the layout and elevations required to complete his work.

Each Trade Contractor shall layout the remainder of his own work and be responsible for all lines, levels, grades, elevations, and measurements.

### 1.03 **TESTS**

- A. The Construction Manager has employed and will pay for the services of a testing agency to perform the following tests and inspection (field):
- Soil compaction
  - Concrete
  - Steel
  - Masonry
- B. Tests, other than those required by the Specifications to be performed by Construction Manager required by any law, ordinance, rule, regulation or order of any public authority having jurisdiction, shall be made at such time and in such manner as the public authority may require. Each Trade Contractor responsible for that Specification Section shall be solely responsible for such tests.
- C. Special tests may be ordered by the Architect in accordance with the General Conditions. Where specifications require testing by an independent testing laboratory, the Construction Manager shall be responsible for selection of the testing laboratory. The Construction Manager shall be responsible for the scheduling of all tests. Test reports should be given to the Construction Manager with copies for the Owner and Architect/Engineer.
- D. All costs of testing required by the Contract Documents shall be borne by the Trade Contractor except costs of special tests which shall be paid for as stipulated in the General Conditions or Specifications.

### 1.04 **TRADE CONTRACTOR'S OBLIGATIONS**

- A. The Trade Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work until same shall have been completed and accepted by the Owner. The Trade Contractor agrees to indemnify, defend and save harmless the Owner, Architect, and Construction Manager from all suits and losses or injury to persons or property received or sustained from the Trade Contractor or his agents in the performance of the work under the progress of construction and make good all damage that may consequence the work herein specified. He must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachments upon neighbors, or from any other cause.
- B. The work, in every respect, shall be under the care of the Trade Contractor and at his risk. He shall properly safeguard against any or all injury or damage to the public, to any property, materials, or things, except where stipulated otherwise in the Specifications, and also be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected therewith. He shall indemnify and save harmless the Owner, Architect, and Construction Manager from all claims, suits, damages, actions of law, in equity or otherwise (including the costs of defense thereof which shall be assumed by the Trade Contractor) or any kind whatsoever in connection with this work and

agreement and shall, if required, show evidence of settlement of any such action before final payment is made hereunder by the Owner.

#### 1.05 **ALLOCATION OF WORK**

A. Sleeves, Hangers, and Inserts:

1. Each Trade Contractor shall furnish sleeves and inserts required to accommodate his work, together with instructions regarding their placement and location in the structure. Sleeves and inserts shall be furnished promptly in accordance with the established construction schedule so that they may be built-in as construction progresses.
2. Trade Contractors to furnish all embeds, sleeves, inserts, etc., that are to be cast in concrete or built in masonry to the appropriate Trade Contractor for installation.
3. Each Trade Contractor shall furnish and install all hangers required to accommodate his work.

B. Chases and Recesses:

Each Trade Contractor shall provide all blockouts in his work shown on the Contract Documents and having either or both dimensions greater than 10". Any openings with dimensions smaller than 10" or not shown and required by Trade Contractor shall be the responsibility of the Trade Contractor to make provisions for. Each Trade Contractor shall provide chases and recesses as shown on the Contract Documents required to accommodate the work or the other Trade Contractors. It is the responsibility of the Trade Contractors requiring openings, chases, etc., of a Trade Contractor, to furnish information regarding the size and location promptly in accordance with the established construction schedule, so that they may be built-in as construction progresses and avoid delays. Failure to provide the information promptly will result in the responsible Trade Contractor incurring any costs associated with the delay.

Trade Contractors shall cooperate fully with each other in the performance of above work, as cutting and patching of new work is neither contemplated nor will it be tolerated.

C. Sealing of Penetrations:

Each Trade Contractor shall be responsible to seal his own penetrations in walls, floors, and ceilings, using fire resistant materials, as required, to achieve fire ratings as indicated.

D. Equipment Foundations:

The Concrete Contractor shall provide all foundations and housekeeping pads for equipment furnished under his contract and all interior/exterior

foundations and housekeeping pads indicated on the Contract Documents (Architectural, Civil, Structural, Mechanical, Plumbing, and Electrical) for equipment provided by other Trade Contractors. All other foundations, equipment, and housekeeping pads not shown, but required, shall be by the Trade Contractor requiring the same.

Each Trade Contractor shall furnish anchor bolts and other accessories required to anchor his equipment in place, together with instructions regarding their placement and location in the foundation. Anchor bolts and other accessories shall be furnished promptly in accordance with the established construction schedule so that they may be built-in as construction progresses.

E. Roofing Penetrations:

All roofing work shall be performed by the Roofing Trade Contractor, including patching penetrations made by the Electrical, Plumbing, and HVAC Trade Contractors. Cutting of roof openings, structural reinforcement, roof curbs, and counterflashing, shall be provided and installed by each Trade Contractor whose work penetrates the roofing surface, including all additional blocking.

**1.06 CORING, CUTTING AND PATCHING**

A. Responsibility: A Trade Contractor requiring the cutting of openings in new work, or in the existing work installed by others shall have such openings cut and patched by the trade which installed the original work, and such cutting and patching shall be at the expense of the Trade Contractor requiring the opening.

B. Approval: Approval to do such cutting and patching shall be received from the Architect through the Construction Manager prior to proceeding with the work.

C. Inspection:

1. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
2. After uncovering, inspect conditions affecting performance of work.

D. Preparation:

Provide supports to assure structural integrity of surroundings, devices, and methods, to protect other portions of Project from damage.

Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

E. Performance:

Execute work by methods to avoid damage to other work and which provide

proper surfaces to receive patching and finishing.

Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements and sight-exposed surfaces.

Restore work with new products in accordance with requirements to Contract Documents.

Fit work tightly to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

At penetrations of fire-rated wall, ceiling or floor construction, completely seal voids with fire-resistant materials as required to achieve fire-rating indicated. Where fire protection materials are damaged or removed, reapply fire protection materials to achieve a rating equivalent to existing construction or as noted.

Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

F. Access Doors and Panels

Access doors and panels, SHOWN ON ANY DRAWING, shall be furnished and installed by the Drywall Contractor.

Access doors and panels, NOT SHOWN ON DRAWINGS, but required by the Specifications to access concealed valves, dampers, traps, devices, etc., shall be furnished by the Trade Contractor requiring the same for installation by the Drywall Contractor.

G. Final Cleaning

Final cleaning shall be performed by Construction Manager. Daily cleaning will be by the Trade Contractor(s) and their subcontractor(s).

END OF SECTION 013110

## **SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Construction Schedule.
  - 2. Submittals Schedule.
  - 3. Daily construction reports.
  - 4. Field condition reports.

#### **1.2 SUBMITTALS**

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period and a copy of the digital file on CD.
- C. Daily Construction Reports: Submit two copies at weekly monthly intervals.
- D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

#### **1.3 COORDINATION**

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

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals to Construction Manager, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  - 4. Startup and Testing Time: Include not less than 10 days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

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

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work unless otherwise indicated. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.4 REPORTS

- A. Daily Construction Reports: Prepare and issue a daily construction report recording the following information concerning events at Project site to the Construction Manager:
  - 1. List of subcontractors at Project site.
  - 2. Equipment at Project site.
  - 3. Material deliveries.
  - 4. High and low temperatures and general weather conditions.
  - 5. Accidents.
  - 6. Stoppages, delays, shortages, and losses.
  - 7. Meter readings and similar recordings.
  - 8. Orders and requests of authorities having jurisdiction.
  - 9. Services connected and disconnected.
  - 10. Equipment or system tests and startups.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit to Construction Manager a detailed report. Submit with a request for interpretation on CSI Form 13.2A or comparable form approved by Architect. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule to Construction Manager one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Construction Manager, Architect and Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013210 – CONSTRUCTION SCHEDULE

### PART 1 - GENERAL

#### 1.1 Construction Schedule

1. The following Marbrook Elementary School Schedule is applicable to all bidders. The durations in the schedule are based on 5 day work weeks.
2. Liquidated damages of \$1,000 per day will be assessed if final completion date, as adjusted by the Construction Manager is not met. Liquidated damages shall apply to all trade contracts. Liquidated damages will be assessed for each day beyond the scheduled date of completion for each trade contractor's item of work. Assessment will occur upon completion of all contracts and may be incurred by one or multiple contractors determined by the Construction Manager.
3. The Construction Schedule as approved by the Construction Manager and Owner will be an integral part of the Contract, and will establish interim work completion dates for the various activities.
4. The Construction Schedule may vary in accordance with construction conditions. Each Trade Contractor shall delay or expedite material and equipment deliveries, and modify the required labor forces to accommodate these varying conditions.
5. Work is to commence upon receipt of the Letter of Authorization to proceed.
6. Within fifteen (15) days after receipt of a "Letter of Authorization to proceed", each trade Contractor shall submit a detailed preliminary Construction Schedule to the Construction Manager. The schedule will include breakdowns of total man days of field labor into major categories of work, time estimates of various categories of work, and the crew size for each category.
7. Each Trade Contractor shall organize his Construction Schedule per Phase, Building, Area, and/or Floor as required by the Construction Manager.
8. The Construction Manager shall schedule a meeting with the Trade Contractor to receive the contents of each Trade Contractor's preliminary Construction Schedule, coordinate the sequence of work, and make all revisions required. The Construction Manager shall have the final authority concerning the sequence of work and durations of each activity. Each Trade Contractor shall revise his schedule in accordance with that meeting and submit his schedule to the Construction Manager for approval. The Construction Manager will then develop the Project Construction Schedule. Each Trade Contractor shall schedule and perform his work in accordance with the Construction Manager's Project Construction Schedule.
9. The Schedule shall be the basis for the dates to start and complete work for various portions of each contract, and to complete work (including changes) for the Project. It shall be the duty of the Trade Contractor to conform to the approved Schedule and to arrange his work in such a manner that it will be installed in accordance with the Schedule.
10. Each Trade Contractor shall submit two (2) copies of an updated Construction Schedule comparing the original schedule to actual work in progress and projected work along with the preliminary application for payment.
11. A representative of each Trade Contractor shall meet with the Construction Manager and furnish to him information necessary for such re-evaluating and updating and, if applicable, information with regard to changes in the work and the Trade Contractor's proposed effort to overcome any delays incurred.

12. Should any work not be started or completed within five (5) days of the stated scheduled date, the Construction Manger shall have the right to order the Trade Contractor to expedite start and completion of the work by whatever means the Construction Manager deems appropriate and necessary, without additional compensation to the Trade Contractor.
13. Should any work fall to ten (10) or more days behind schedule, the Construction Manger shall have the right to perform the work or have the work performed by whatever method the Construction Manager deem appropriate.
14. Costs incurred by the Construction Manager in connection with "maintaining the Construction Schedule" under this section shall be reimbursed to the Construction Manager by the Trade Contractor.
15. It is expressly understood and agreed that failure by the Construction Manager to exercise the option to either order the Trade Contractor to expedite work, or to expedite the work by other means, shall not be considered precedent-setting for any other activities.
16. The following Construction Schedule is critical to the successful completion of the Project and is an integral portion of the Construction Documents. The Construction Schedule may vary in accordance with the construction conditions. The Trade Contractor shall delay or expedite his material and equipment deliveries and modify the required work forces to accommodate these varying conditions. The attached schedule is a milestone schedule with durations that portions of the project must be completed in. A more detailed construction schedule will be generated after all contracts have been awarded. By submitting a bid, each Trade Contractor is acknowledging that they can complete this work within the durations outlined in the milestone schedule.
17. The schedule is of the essence on this project and each contractor is responsible for completion of its work in coordination with the work of all other contractors within the required sequence and time frame so that the established schedule is met. Each contractor agrees to provide sufficient labor crew size, equipment and/or work overtime, weekends, or shiftwork as necessary to meet the activity durations on this schedule.
18. The attached schedule includes "estimated" start dates for the construction activities. In the interest of the overall project, W-T reserves the right to alter the sequencing of activities in order to accommodate project conditions and/or Owner requirements. It is understood that the contractor shall be obligated to complete its activities within the specified duration regardless of the actual start date.
19. All submittals and shop drawings must be submitted within a minimum of **two (2) weeks** of the notice to proceed with this subcontract, or the dates indicated on the schedule or scope of work, whichever occurs first. All expediting of materials and equipment to meet this schedule is the responsibility of the contractor. Contractor to pay for any quick ship charges if necessary.
20. All work, or applicable portions of the work, shall be sufficiently complete for Owner's use and occupancy and all required approvals and permits for use and occupancy shall have been issued by the appropriate authorities by the established "Date of Substantial Completion" of the work, or applicable portion thereof.
21. All punchlist work and project closeout documentation shall be completed and approved by the Owner and Architect by the "Date of Final Completion": which shall be no later than 21 days after the Date of Substantial Completion. Any uncompleted punchlist items after this date will be completed by Whiting-Turner and backcharged

- to the appropriate contractor or vendor. Final invoices will not be processed until final completion of the work and certification of same by the Owner and Architect.
22. If a contractor misses any portion of a workday due to weather, manpower, or scheduling conflicts, they must make-up this lost time on Saturday of the same week. If two or more days are lost in the same work week, the contractor shall work the immediate Saturday and the Saturday(s) of the following week(s) to make up those lost days.
  23. Sundays are not regular work days. Approval must be obtained from Whiting-Turner prior to working. It is expected that contractors will work Saturdays, Sundays, and overtime when days are lost during the week.
  24. Failure to properly man the project during normal week days may result in charges for CM supervision on weekends, at the discretion of the CM.
  25. The contractor must schedule their work forces to work on all available work at a given time. Therefore, if an area of the building is ready for the contractor's work to begin or continue, the contractor must have manpower onsite working. Contractors will not have the "entire" work area at one time.
  26. Each contractor must request information or clarifications in a timely manner, at least two weeks prior to needing the information, so that the time required to receive the clarification does not impact the work. No delays will be accepted related to this issue.
  27. Each contractor is required to include in their bid the necessary overtime costs if they are needed to meet the schedule durations in this section.

## 2.1 Time of Completion

1. The Trade Contractor shall commence work upon receipt of a Letter of Authorization to proceed from either Red Clay Consolidated School District or The Whiting-Turner Contracting Company.
2. All work shall be 100 percent (100%) complete and sequenced per the attached schedule unless agreed upon by the Construction Manager prior to the executing of the contract.
3. Work can be completed on Saturdays and Sundays and at extended hours during the week. The Owner shall not be responsible for additional costs for overtime.
4. Normal work hours shall be from 7:00 a.m. to 3:30 p.m., Monday to Friday, and 7:00 a.m. to 3:30 pm on Saturday, when applicable. Work may be completed beyond these hours, as approved by the Construction Manager.
5. Weather Delays: The project substantial completion date, shall only be adjusted due to weather conditions if there are delays above and beyond the following "Adverse Day" allowances based on a seven day work week:
  - A. January (12), February (10), March (5), April (5), May (4), June (2), July (4), August (3 days), September (4 days), October (3 days), November (2 days), and December (6 days). These "Adverse Days" are based on the following reference: State of Delaware Department of Transportation's Standard: "763508 Project Control System."
  - B. Delays requested due to weather must be related to the critical path activity as indicated on the Contractor's Project Schedule.
  - C. Delays due to weather must be reported by the contractor on the day they occur in a written report.
  - D. Any day lost during the week must be made up the same week by overtime and /or weekend work. If the weather is bad on the make-up day, the lost day must be made up the following week.

- E. The allowance days listed above carry over to the next month if they are not used. Therefore, if only 1 allowance day is used in November, there are (7) days in December. Therefore, there is a total of 60 allowance days in a year.

END OF SECTION 013210

(SCHEDULE ATTACHED)

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Shop Drawings, Product Data, and Samples.
- B. Contractor review and approval, and distribution of copies.

#### 1.2 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS of the CONTRACT: Definitions and basic responsibilities of entities.
- B. Section 013200 - CONSTRUCTION PROGRESS DOCUMENTATION: Schedule for submittals.

#### 1.3 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with Project name and number.
- B. Identify field dimensions; show relation to adjacent or critical feature of work or products.
  - 1. Elements of drawings shall be identified by reference to sheet number and detail, schedule or room numbers shown on Contract Drawings.
- C. Minimum sheet size: Manufacturer's standard; adequate to clearly illustrate.
- D. Each contractor submitting shop drawings is required to submit a minimum of five (5) copies of all shop drawings (FOUR COPIES AND ONE REPRODUCIBLE). (One for each of the other three Prime Contractors and one for the Architect with the reproducible returning to the Contractor).

#### 1.4 PRODUCT DATA

- A. Submit only pages which are pertinent.
  - 1. Clearly mark each copy of printed data to identify applicable Products, models, options, and other data, referenced to Specification Section and Article number.
  - 2. Show reference standards, performance characteristics and capacities.
  - 3. Show dimensions and clearances required.
  - 4. Show wiring or piping diagrams and controls.
  - 5. Show component parts, and finishes.

- B. 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.
  - 3. Delete information not applicable.
  - 4. Provide manufacturer's preparation, assembly, and installation instructions when required by the Specification Section.

#### 1.5 SAMPLES

- A. Office Samples: Limit to items requiring color, pattern and similar selections and shall be sufficient size and quantity to clearly illustrate:
  - 1. Full range of color, texture and pattern, for Architect/Engineer selection.
  - 2. Submit samples for selection of finishes within 20 days after date of Contract.
  - 3. Submit a minimum of two items.
- B. Label each sample with identification required for transmittal letter.
- C. Approved samples which may be used in the Work are indicated in the respective Specification Section.

#### 1.6 COLOR SELECTIONS

- A. The Contractor, as soon as possible, shall assemble from appropriate subcontractors and material suppliers, the manufacturer's names of all material requiring color selection by the Architect including those already defined on the drawings. Color charts shall be supplied to the Architect. Promptly after the required information has been supplied, the Architect will prepare a complete color schedule based on the approved samples of materials submitted. The Architect will not prepare a color schedule or approve colors of any items until complete information on all items requiring color selection has been supplied by all Contractors. Contractor to provide all color charts and samples to Architect within sixty (60) days of contract award.

#### 1.7 MANUFACTURER'S CERTIFICATES

- A. Submit Certificates, in duplicate, in accordance with requirements of each Specification Section.

#### 1.8 CONTRACTOR RESPONSIBILITIES

- A. Review and approve Shop Drawings, Product Data, and Samples PRIOR to submission to Architect and Engineer.

- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Manufacturer's catalog numbers and similar data.
  - 4. Conformance of submittal with requirements of Contract Documents.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Sign or initial each sheet of shop drawings and product data and each sample label to certify approval and compliance with requirements of Contract Documents.
- E. Notify the Architect in writing, at time of submission, of ANY AND ALL DEVIATIONS in the submittals from requirements of the Contract Documents.
- F. DO NOT FABRICATE PRODUCTS or begin work which requires submittals until return of submittals with Architect/Engineer review stamp.

#### 1.9 SUBMITTAL REQUIREMENTS

- A. Transmit submittals promptly in accordance with approved Progress Schedule, and in such sequence as to cause NO DELAY in the work or in the work of any other Contractor.
  - 1. The Contractor shall transmit submittals directly to the Architect with a copy to the Architect.
  - 2. The Contractor shall transmit all submittals using the submittal sheet supplied by the Architect.
  - 3. All submittals shall be made within 60 days of the date of the Notice to Proceed, or as required to maintain the project schedule.
- B. Contractor shall prepare for his use on this project a shop drawing stamp or a permanent stick on label as required in Division 1 and shall contain the following:

\_\_\_\_\_ Contractor approves and submits these shop drawings and samples and thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents and with work of other Contractors.

\_\_\_\_\_ Date Contractor

Specification Section \_\_\_\_\_ Contract No.

Submittal No.

The above stamp or permanent stick on label shall be affixed by the Contractor to all shop drawings and data submitted by the Contractor thus indicating that the Contractor has thoroughly reviewed same and approves of their content. Drawings

not stamped in this manner will be returned to Contractor as "not reviewed" for resubmission and no action shall be taken.

C. Number of submittals required:

1. Shop Drawings: Submit FIVE (5) copies of all shop drawings (four copies and one reproducible). Four (4) sets of shop drawings bearing review comments will be returned to the Contractor.
2. Product Data: Submit FIVE (5) copies. Four (4) of which bearing review comments will be returned to the Contractor.
3. Samples: Submit the number stated in each specification section.

D. 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 name of:
  - a. Contractor
  - b. Supplier
  - c. Manufacturer
5. Identification of the project, 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 re-submittals.
11. An 8 in. x 3 in. blank space for Contractor and Architect/Engineer stamps.

#### 1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect/Engineer and resubmit under procedures specified for initial submittals.
- B. Indicate any changes which have been made other than those requested by the Architect/Engineer.

#### 1.11 ARCHITECT/ENGINEER REVIEW

- A. Architect's/Engineer's review of submittals is for GENERAL CONFORMANCE ONLY AND IS NOT IMPLIED OR EXPRESSED AS ACCEPTANCE OR APPROVAL of the submission.
- B. Submittals will be reviewed and returned to the Contractor within two (2) weeks following the date of receipt from the Contractor to the Architect.

1.12 DISTRIBUTION

- A. Distribute reproductions of the Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp of review to:
  - 1. Job site file.
  - 2. Record Documents file.
  - 3. Other affected contractors.
  - 4. Subcontractors.
  - 5. Supplier or Fabricator.
  
- B. Distribute samples which carry the Architect/Engineer stamp of review as directed by the Architect/Engineer.
  
- C. Contractor will be required to submit a maximum of eight (8) copies of approved shop drawings to the Architect for distribution to other contractors for coordination.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

**END OF SECTION**

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## **SECTION 013500 – SPECIAL PROJECT PROCEDURES**

### **1.0 PROCEDURES**

#### **1.1 CONSTRUCTION MANAGER**

- A. The Construction Manager shall control, enforce, direct, instruct, and otherwise implement regulations and restrictions as set forth in this section.

#### **1.2 OWNER'S REPRESENTATIVE**

- A. All communications with the owner and owner's representative(s) and consultant(s) shall be thru the Construction Manager unless otherwise noted in the General Conditions.

#### **1.3 NOISE CONTROL**

- A. The Contractor shall execute the Work in this Contract as quietly as practicable to avoid unnecessary disturbances.
- B. Any complaints duly registered by the Construction Manager of unacceptable noise levels shall be cause for the use of special precautions and methods of operation by the Contractor to reduce noise to acceptable levels.
- C. The Owner and Construction Manager shall be the sole judge of the tolerability of noise levels.
- D. Use of portable radios or tape recorders will not be allowed on the premises other than two-way communication radios.
- E. The Contractor shall prepare a "Noise Schedule" as soon as practicable indicated the type of noise inducing work showing the dates, times and duration of such work. The Contractor should note any special instruction and/or time requirement in Scopes of Work.

#### **1.4 PERSONNEL IDENTIFICATION**

- A. All employees of the Contractor and all subcontractors may be required to wear numbered identification badges while on the premises of existing buildings.
- B. The identification badges shall be conspicuously fixed to outer garments above elbow level.
- C. Any of the Contractor's personnel or subcontractor's personnel who do not comply with this requirement at all times will be denied access to the facility or will be escorted off the premises by Security Guards or owner representative(s).

#### **1.5 PERSONNEL PARKING**

- A. At no time shall the employees of the Contractor or subcontractor employed by Contractor be allowed to park their vehicles on-site without prior approval from the Construction Manager.

## 2.0 LIMIT OF OPERATIONS

- A. It shall be noted that, adjacent streets will remain open throughout the duration of this Project.  
The Construction Manager will provide a perimeter fence, which will establish limits of operation.
- B. The Contractor's normal limit of operations shall be confined within the Limits of Work Area as designated on the drawings.
- C. The Owner, Architect, and other Contractors performing Work within these limits of operation, shall be allowed access at all times.
- D. Construction operations must be planned and executed in a manner which allows emergency access to project.

## 3.0 SCHEDULING AND COORDINATION

### 3.1 SCHEDULING

- A. All arrangements for work which will involve interference with normal Owner or adjacent properties functions, particularly in occupied areas, or adjacent thereto, shall be scheduled a minimum of 14 days in advance with the Construction Manager to provide for minimum of disruption and inconvenience.

### 3.2 OUTAGES

- A. Utility and service outages shall be kept to a minimum, and will be permitted only with written approval of the Construction Manager and the Owner.
- B. All requests for the outages shall be made a minimum of fourteen working days in advance of their need.
- C. Requests for outages will not be considered unless they include an identification of all areas which will be affected by the proposed outage. Blank outage forms will be provided by the Construction Manager upon request.
- D. All outages shall occur **after normal working hours**. All costs including premium time shall be included in the Bid amounts.

END OF SECTION 013500

## **SECTION 013520 – SAFETY REQUIREMENTS AND LOSS CONTROL**

The major goal of the Loss Control Program is to prevent losses. Prevention of accidents and elimination of hazards will, in turn, prevent pain, suffering and direct loss in terms of dollars. A safe work place must be maintained for all employees and visitors. High quality work standards and on-time performance are facilitated by an effective Loss Control Program.

Controlling conditions which result in losses is the responsibility of all parties. The Construction Manager will designate a job site safety officer responsible for program management. The responsibility for program implementation is the responsibility of all employees of the Owner, Construction Manager, Contractors and all Subcontractors. The following summary identifies objectives requiring a firm commitment to insure a continuing and comprehensive Loss Control Program.

### Construction Manager Duties:

1. Designate jobsite safety officer.
2. Loss reporting and summaries.
3. Accident investigation.
4. Establish project procedures.
5. Inspections, notifications and follow-up.
6. Weekly "Tool Box" talks.
7. Weekly Superintendents meetings.
8. Monthly summary report.

### Contractors Duties:

1. Designate on-site safety representative.
2. Consult with insurance carrier for construction operations.
3. Involve foreman and employees.
4. Safety training of all employees.
5. Adherence to safety standards, rules and government regulations.
6. Report conditions or practices which might cause injury or damage.
7. Report all safety related incidents.
8. Participate in all accident investigations.
9. All employees attend weekly Tool Box talks.
10. Attend weekly Superintendents/Foreman's Meetings.
11. Request permission to move barricades and floor opening protection. \*
12. Maintain fire watch for all burning operations \*
13. Properly store and protect hazardous chemicals and flammable substances.
14. Insure performance of these duties by subcontractors.
15. Maintain good housekeeping practices.
16. Prohibit the use of drugs and/or intoxicating beverages.
17. Maintain equipment in safe condition.

\* See the Whiting-Turner Forms for these issues in the On-Site Safety Orientation Package

In order for our accident prevention program to be effective, management at all levels must personally take a serious interest in the prevention of accidents. They must also provide the leadership to which supervisory personnel and employees will respond by developing a positive safety attitude.

THE WHITING-TURNER CONTRACTING COMPANY  
SAFETY/HARASSMENT POLICY

I. SAFETY REQUIREMENTS

The Contractor agrees to fully comply with all applicable standards of the Occupational Safety and Health Administration, all safety codes, laws or ordinances applicable to any public authority and to ensure that its employees and Sub-Contractors abide by the same regulations. The Contractor further agrees that if so ordered by the Whiting-Turner Project Manager or Superintendent, it will immediately stop work and correct any serious safety violations immediately before resuming work. The Contractor expressly agrees and understands that Contractor shall be solely responsible for the safety conditions of its work areas and working forces.

The Contractor further agrees to comply with the following specific safety rules of Whiting-Turner which shall in no way limit the Contractor's liability for safety.

Each contractor and their subcontractors are to designate a safety representative, in writing, and provide a written safety program which identifies their organization and safety policies. All contractors are required to review the following rules and requirements with their on site employees:

CONTAINERS

- A. No glass containers allowed on site.

CRANES

- A. All lifts must use tag lines.
- B. No open hooks used on lifts.

EQUIPMENT

- A. Absolutely no riding on equipment not equipped with proper seating.
- B. Site Speed not to exceed 10 MPH.

FIRE CONTROL

- A. No open fires, fire barrels, or hot boxes.
- B. Fire extinguishers in:
  - Trailers/offices .....minimum 10 lb ABC
  - Equipment .....minimum 5 lb ABC
  - Fire Watch .....minimum 20 lb ABC

HARDHATS

- A. Wear on site at all times, must have Z89.1 rating.
- B. No metal hardhats or bump caps authorized.

FOOT PROTECTION

- A. Substantial leather boots required.

- B. Loafers, sandals, tennis shoes (including steel toe type) are not allowed.

#### LADDERS

- A. No metal ladders allowed on site.
- B. Damaged ladders must be immediately removed from site or destroyed.

#### SCAFFOLDING

Full handrails, mid-rails, toeboards, full decking required on all scaffolds, according to standards.

#### SIGNAGE

- A. Post safety or hazard signs (bilingual if necessary).
- B. Use Whiting-Turner Supplied (Do Not Remove) signs on floor openings.

#### TRUCKS

- A. No more than three (3) persons in cab of truck.
- B. No riding in back of truck unless truck is equipped with seats and safety belts.

#### WORK CLOTHING

- A. All shirts must have a minimum four (4) inches sleeve length over shoulders.
- B. No shorts, cut offs, tank tops, net shirts, etc.

#### ELECTRICAL PROTECTION

- A. No cut, frayed or damaged extension cords permitted.
- B. All extension cords must have a U.L. approved GFCI (Ground Fault Circuit Interpreter)

#### SAFETY ORIENTATION / SAFETY MEETINGS

- A. Each employee is required to attend a safety orientation and wear a sticker on his or her hardhat.
- B. Each Foreman is required to hold weekly safety meetings with their employees and forward copies of the sign-in sheet.

#### DAILY REPORTS

- A. Foreman are required to turn in a daily report for their work at the end of each workday. All employees are required to sign this sheet.

#### PARKING

- A. Parking is limited on site – Coordinate with WT Superintendent for locations.
- B. NO PARKING at the adjacent properties or roadways or any property not owned by the project owner.
- C. Do not block handicap spaces or fire lanes.
- D. Obtain necessary parking permits if applicable.

## PERMITS

- A. HOT WORK Permit must be filled out for any burning, welding, soldering, cutting, etc. that may generate a spark.
- B. SAFE WORK Permit must be filled out for any other potentially dangerous work. Crane lifts, shaft cutting, hazardous chemicals, off-hour work, etc. If work occurs in an OSHA defined confined space, obtain a confined space permit.
- C. SAFETY BARRICADE / FALL PROTECTION Permit must be filled out when creating an open hole or removing fall protection.
- D. UTILITY SHUTDOWN Permit must be filled out when turning off any utilities to the building. A two-week notice is required for all outages.
- E. ALL PERMITS must be filled out with Whiting-Turner in advance and posted in the work area.

## ASBESTOS / HAZARDOUS MATERIALS

- A. It is possible that there could be existing unforeseen asbestos or other hazardous materials either buried underground or laying on the project site from previous activities on the property.
- B. It is possible that a hazardous material could be brought to the site by others.
- C. Anyone who uncovers or notices a suspected hazardous material should leave it undisturbed and notify WT immediately.
- D. An authorized contractor must dispose of asbestos or other hazardous materials or contaminated debris.

## MISCELLANEOUS RULES

- A. Do not block any hallways, stairs or exit doors. Maintain fire egress.
- B. Use all proper personal protection equipment (hard hats, gloves, glasses, etc.)
- C. Smoking is prohibited within the building once 50% of the building façade is covered (new building construction). For renovation projects, smoking is prohibited at all times inside the building, on the roof, or within 20' of the building. Violators will be warned in writing one time. Written warning will be copied to their office. The second violation will result in removal from project. Designated smoking areas will be established outside of the building.
- D. Eating in designated areas only
- E. Use temporary toilets only
- F. Clean the work site daily, trash and debris to the dumpster daily
- G. Alert WT to any emergency
- H. Report any damage to building components or site items
- I. No gasoline-powered or carbon monoxide exhaust equipment can be used at any time in the building after it is enclosed, use propane instead. All equipment you plan to use must be reviewed with the WT Superintendent for safety concerns.

NOTE: THESE ABOVE SAFETY RULES ARE IN ADDITION TO OSHA REQUIREMENTS.

## II. CONTRACTOR'S SAFETY PROGRAM

The Contractor will provide a competent safety person who will be responsible for administering the Contractor's safety program and enforcing the safety rules. The following are recommended suggestions for establishing an effective Contractor's safety program.

- A. Establish a schedule of safety meetings conducted by Contractor's foreman for discussing specific topics, such as safety rules, hazards or specific jobs, safe practices, etc.

- B. Establish a plan for Contractor's foreman to contact each employee under his supervision at least once per week on safety.
- C. Establish a procedure for the prompt investigation of all personal injuries and property damage by Contractor's management.
- D. Establish a schedule for periodic inspection by Contractor's management of "hazards" on job site.
- E. Establish a plan for the periodic inspection of tools and equipment by Contractor's management.
- F. Develop basic safety rules for job, instruct employees and enforced compliance.

### III. INDEMNIFICATION (RELATED TO OSHA VIOLATIONS)

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless Whiting-Turner, the Owner, and the Architect and their agents and employees from and against all claims, including citations and penalties imposed by the Occupational Safety and Health Administration, damages, losses, expenses and judgments including, but not limited to attorney's fees, arising out of or resulting from performance of the work in an area which is unsafe, harmful, dangerous, or hazardous and which is caused in whole or in part by any act of omission of the Contractor, anyone directly or indirectly employed by it, or any one for whose acts it may be liable, regardless of whether the claim, citation, penalty, damage, loss, expense or judgment results from unsafe, harmful, dangerous, hazardous or toxic materials or substances or whether from any other unsafe, harmful, dangerous or hazardous conditions.

### IV. SEXUAL HARASSMENT POLICY

The Construction Manager and Owner will not accept any behavior deemed to be a form of sexual harassment and actively seeks to eliminate such behavior from the jobsite environment.

#### Definition of Sexual Harassment

The Construction Manager and Owner officially defines sexual harassment as "any unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature that has the effect or purpose of unreasonably interfering with an individual's work or academic environment, or of affecting an individual's employment or academic status." Sexual harassment is not only a clear violation, it is illegal and a form of discrimination, covered under Title VII of the Civil Rights Act of 1964.

#### Be Aware

Sexual harassment takes many forms, but includes any unwanted sexual attention such as:

- staring, leering, and ogling
- sexual teasing
- jokes and gestures
- repeatedly asking for dates after being refused
- lewd remarks
- whistles
- references to someone's anatomy
- inappropriate touching
- attempts to kiss or fondle
- coerced sexual intercourse

The sexual harassment policy will be strictly enforced. Any reported incident will be dealt with swiftly and severely. The offending party, if identified will be dismissed from the project and property and not allowed to return. Repeated incidents by employees of a particular firm can result in cancellation of that contract. The victim of the abuse retains the legal right to prosecute. All employees of these contracting firms should be apprised of this policy before working on this project.

END OF SECTION 013520

## **SECTION 014000 - QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 REQUIREMENTS INCLUDED**

- A. Provision of specified Testing Laboratory Services.
- B. All testing is to be provided by the appropriate Contractor as required for their work unless otherwise noted.

#### **1.2 RELATED REQUIREMENTS**

- A. GENERAL CONDITIONS of the CONTRACT: Inspections, testing, and approvals required by public authorities.
- B. INDIVIDUAL SPECIFICATION SECTIONS: Inspections and tests required, and standards for testing.

#### **1.3 DESCRIPTION**

- A. The Owner, through the Architect, will coordinate and pay for concrete compressive strength testing, soils compaction testing, masonry testing and inspection, and structural steel field inspections for the purpose of quality assurance. All other required testing shall be coordinated and paid for by the Prime Contractor requiring such testing to complete their work.
- B. Employment of testing laboratory shall in NO WAY RELIEVE Contractor of obligation to perform Work in accordance with requirements of Contract Documents and to perform necessary testing and inspections for purposes of quality control.

#### **1.4 REFERENCE STANDARDS**

- A. American National Standards Institute (ANSI)/American Society for Testing and Materials (ASTM).
  - 1. ANSI / ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as used in Engineering Design and Construction.
  - 2. ANSI / ASTM E329 - Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

#### **1.5 QUALITY ASSURANCE**

- A. Comply with requirements of ANSI / ASTM D3740 and ANSI/ASTM E329.

- B. Testing Laboratory Qualification: Shall have been inspected by a nationally recognized inspection agency, acceptable to Architect/Engineer. Evidence of such inspection and current status shall be provided to Architect/Engineer. In addition, the approved lab shall document participation in a nationally recognized soils and concrete reference testing program during the twelve (12) months proceeding the start of work on this project. Results of reference testing shall indicate an average or above rating for the laboratory to be acceptable.
  - 1. Laboratory authorized to operate in State in which Project is located.
- C. Laboratory Representative: Laboratory shall maintain a full-time registered Engineer on staff to review services.
- D. Testing Equipment: Shall be calibrated at reasonable intervals with devices of an accuracy traceable to either NBS standards or accepted values of natural physical constants.

#### 1.6 CONTRACTOR SUBMITTALS

- A. PRIOR TO START OF WORK, submit testing laboratory name, address, and telephone number, and names of full-time registered Engineer and responsible officer to Owner and Architect. Include qualification data to demonstrate their capabilities and experience.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- C. Schedule all tests and inspections, except concrete compressive strength tests, soils compaction tests and structural steel weld and bolt tests; prepare a schedule of tests, inspections and similar quality control services required by the Contract Documents. Submit schedule within 30 days of Notice to Proceed.

#### 1.7 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site after due notice; cooperate with Architect/Engineer, and Contractor in performance of services.
- C. Perform specified inspections, sampling, and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.

- F. Perform additional inspections and tests required by Owner and Architect/Engineer.
- G. Obtain samples at the Project Site or source of the materials to be tested.

#### 1.8 LABORATORY REPORTS

- A. After each inspection and test, promptly submit four (4) copies of laboratory reports to Owner, Architect and to Contractor. Report shall include:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and Specification section.
  - 6. Location of sample or test in the Project.
  - 7. Type of inspection or test. Date of test. Time of test.
  - 8. Results of tests and compliance with Contract Documents.

#### 1.9 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory MAY NOT release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Laboratory MAY NOT approve or accept any portion of the Work.
- C. Laboratory MAY NOT assume any duties of the Contractor.
- D. Laboratory HAS NO authority to stop Work.

#### 1.10 CONTRACTOR RESPONSIBILITIES

- A. Notify testing agencies at least 24 hours in advance of time when work that requires testing or inspection will be performed.
- B. Cooperate with laboratory personnel, and provide access to Work, and to manufacturer's facilities.
- C. Provide incidental labor and facilities to:
  - 1. Provide access to Work to be tested.
  - 2. To facilitate inspections and tests.
  - 3. Provide for proper storage and curing of test samples in accordance with direction from testing agency.

#### PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION**

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Abbreviations and acronyms used in Contract Documents to identify reference standards.

#### 1.2 QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

#### 1.3 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

- A. Obtain copies of referenced standards direct from publication source, when needed for proper performance of Work, or when required for submittal by Contract Documents.
- B. The following, as appropriate to Project, is a list of reference standards and their mailing address for requesting copies of standards:

AA	Aluminum Association 900 19th Street, NW, Suite 300, Washington, DC 20006; 202/862-5100
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503, Washington, DC 20005 202/737-0202
AASHTO	American Association of State Highway & Transportation Officials 444 North Capitol St., Suite 225, Washington, DC 20001 202/624-5800
ACI	American Concrete Institute P.O. Box 19150, Detroit, MI 48219 313/532-2600
ADC	Air Diffusion Council 230 N. Michigan Avenue, Suite 1200, Chicago, IL 60601 312/372-9800
AI	Asphalt Institute Asphalt Institute Building, College Park, MD 20740

301/227-4258

- AIA American Institute of Architects  
1735 New York Avenue, NW, Washington, DC 20006  
202/626-7300
- AISC American Institute of Steel Construction  
400 N. Michigan Avenue, 8th Floor, Chicago, IL 60611  
312/670-2400
- AISI American Iron and Steel Institute  
1000 16th Street, NW, Washington, DC 20036  
202/452-7100
- AMCA Air Movement and Control Association  
30 W. University Drive, Arlington Heights, IL 60004  
312/449-2933
- ANSI American National Standards Institute  
1430 Broadway, New York, NY 10018  
212/354-3300
- ARI Air Conditioning and Refrigeration Institute  
1501 Wilson Boulevard, Arlington, VA 22209  
703/524-8800
- ASHRAE American Society of Heating, Refrigerating and  
Air Conditioning Engineers  
1791 Tullie Circle, NE, Atlanta, GA 30329  
404/636-8400
- ASME American Society of Mechanical Engineers  
345 East 47th Street, New York, NY 10017  
212/705-7722
- ASPE American Society of Plumbing Engineers  
3617 Thousand Oaks Blvd., Suite 210, Westlake, CA 91362  
805/495-7120
- ASSE American Society of Sanitary Engineers  
P.O. Box 40362, Bay Village, OH 44140  
216/835-3040
- ASTM American Society for Testing of Materials  
1916 Race Street, Philadelphia, PA 19103  
215/299-5400
- AWI Architectural Woodwork Institute  
2310 S. Walter Reed Dr., Arlington, VA 22206  
703/671-9100
- AWPA American Wood Preservers' Association  
P.O. Box 5283, Springfield, VA 21666  
703/339-6660
- AWS American Welding Society

P.O. Box 351040, 550 LeJeune Road, NW Miami, FL 33135  
305/443-9353

- AWWA American Water Works Association  
6666 W. Quincy Ave., Denver, CO 80235  
303/794-7711
- CDA Copper Development Association  
Box 1840, Greenwich Office Park 2, Greenwich, CT 06836  
203/625-8210
- CLFMI Chain Link Fence Manufacturers Institute  
1101 Connecticut Avenue, Washington, DC 20036
- CRSI Concrete Reinforcing Steel Institute  
933 Plum Grove Road, Schaumburg, IL 60195  
312/490-1700
- CTI Cooling Tower Institute  
530 Wells Fargo Drive # 107  
Houston, Texas 77090  
713-583-4087  
713-537-1721 fax
- FM Factory Mutual Engineering and Research  
1151 Boston-Providence Turnpike, Norwood, MA 02062  
617/762-4300
- FS Federal Specification  
General Services Administration  
Specifications and Consumer Information  
Distribution Section (WFSIS)  
Washington Navy Yard, Bldg. 197, Washington, DC 20407
- GA Gypsum Association  
1603 Orrington Ave., Evanston, IL 60201  
312/491-1744
- MFMA Maple Flooring Manufacturers Association  
2400 East Devon, Suite 205, Des Plaines, IL 60018
- MIL Military Specification  
Naval Publications and Forms Center  
5801 Tabor Avenue, Philadelphia, PA 19120

MSS	Manufacturers Standardization Society of valve and fitting industry. 127 Park St. N. E. Vienna, VA 22180
ML/SFA	Metal Lath/Steel Framing Association 600 S. Federal St., Suite 400, Chicago, IL 60605 312/346-1600
NAAMM	National Association of Architectural Metal Manufacturers 600 S. Federal St., Suite 400, Chicago, IL 60605 312/922-6222
NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road 4, Vienna, VA 22180
NEMA	National Electrical Manufacturers Association 2101 L St., NW, Suite 300, Washington, DC 20037 202/457-8400
NFPA	National Fire Protection Association 470 Atlantic Avenue, Boston, MA 02210
NFPA	National Forest Products Association 1619 Massachusetts Avenue, NW, Washington, DC 20036
NOFMA	National Oak Flooring Manufacturers Association 8 North Third St., 804 Sterick Bldg., Suite 810 Memphis, TN 38103 901/526-5016
NSF	National Sanitation Foundation P.O. Box 1468, 3475 Plymouth Road, Ann Arbor, MI 48106 313/769-8010
NSWMA	National Solid Wastes Management Association 1120 Connecticut Avenue, NW, Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Ave., Suite 132, Des Plaines, IL 60018 312/635-7744
OSHA	Occupational Safety and Health Administration Local Office: 49 N. Progress Avenue Harrisburg, PA 17109 717-782-3902
PCA	Portland Cement Association 5420 Old Orchard Road, Skokie, IL 20076
PCI	Prestressed Concrete Institute 201 N. Wells St., Chicago, IL 60606 312/346-4071
PS	Product Standard U.S. Department of Commerce, Washington, DC 20203

RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue, Bellevue, WA 98004
SDI	Steel Deck Institute P.O. Box 9506, Canton, OH 44711 216/493-7886
SDL	Steel Door Institute (c/o A.P. Wherry and Associates, Inc.) 712 Lakewood Center N. 14600 Detroit Avenue, Cleveland, OH 44107 216/226-7700
SIGMA	Sealed Insulating Glass Manufacturers Association 111 E. Wacker Dr., Chicago, IL 60601 312/644-6610
SJI	Steel Joist Institute 1205 48th Street, North, Suite A Myrtle Beach, SC 29577 803/449-0487
SMACNA	Sheet Metal & Air Conditioning Contractors National Association P.O. Box 70, Merrifield, VA 22116 703/790-9890
TAS	Technical Aid Series Construction Specifications Institute 1150 17th Street, NW, Washington, DC 20036
TCA	Tile Council of America P.O. Box 326, Princeton, NJ 08542 609/921-7050
UL	Underwriters Laboratories 333 Pfingsten Rd., Northbrook, IL 60062 312/272-8800

#### 1.4 DEFINITIONS

**Coordinate:** The term "coordinate" means "to cooperate with related Prime Contractors to furnish and install all connections between the Prime in correct sequence size and location to create a complete system ready for intended use."

**Verify:** The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."

**Furnish:** The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations."

**Install:** The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing,

anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other Prime, protecting, cleaning, and similar activities".

Provide: The term "provide" means "to furnish and install, complete and ready for its intended use.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION**

## **SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS**

Refer to the specific scopes of work for clarification of responsibility of the items specified herein.

### **PART 1 – GENERAL INFORMATION**

#### **1.01 RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 0 and Division 1 Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection, and shall be subject to the Construction Manager's approval.

- A. Temporary utilities required include, but are not limited to:
  - Water service and distribution
  - Temporary electric power and light
  - Telephone service
  - Storm and sanitary sewer
  
- B. Temporary construction and support facilities required include, but are not limited to:
  - Dewatering facilities and drains
  - Temporary heating, ventilating, humidification, and air conditioning
  - Field offices and storage facilities
  - Temporary roads and paving/construction parking/mud/snow and ice clean-up
  - Sanitary facilities, including drinking water
  - Temporary enclosures
  - Hoists and temporary elevator use
  - Temporary project identification signs and bulletin boards
  - Waste disposal service and progress cleaning
  - Construction aids and protection
  
- C. Security and safety facilities required include, but are not limited to:
  - Temporary fire protection
  - Barricades, warning signs, lights
  - Enclosure fence and security maintenance
  - Environmental protection
  - Safety requirements

D. Controls

Workday  
Lunch wagons  
Erosion control  
Excavation material  
Excavation training  
Material inventories  
Deliveries

1.03 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

Municipal and Labor & Industry Building Code requirements  
Health and safety regulations  
Utility company regulations  
Police, Fire Department and Rescue Squad rules  
Environmental protection regulations

- B. Inspections: Arrange for authorities, having jurisdiction, to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site. They shall be removed, relocated as required by the progress of the work, or directed by the Construction Manager.

- B. Existing Utilities and Systems:

1. Existing systems shall be maintained at all times unless approved (48 hrs. notice of shutdown) by Owner. Permanent heating, plumbing and electrical systems shall be activated and maintained during owner occupancy of existing facilities. Facilities shall be maintained at 70°F.
2. Trade Contractors interrupting services due to their construction operations shall provide temporary utility lines, as required, to maintain services.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials; if acceptable to the Construction Manager, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.

- B. Lumber and Plywood: Comply with requirements in Division-6 Section "Rough Carpentry."
- C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- D. Water: Provide potable water approved by local health authorities.
- E. Open-Mesh Fencing: Provide 11-gauge, galvanized two inch, chain link fabric fencing, six (6) feet high with galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

## 2.02 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Construction Manager, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light, for connection of power tools, equipment, and GFI breakers.
- D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress.
- E. Electrical Welding Outlets: These will not be provided. Each Trade Contractor will be responsible for his own welding power.
- F. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- G. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- H. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

- I. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustions type, properly vented and fully enclosed with a glass fiber, reinforced polyester shell or similar nonabsorbent material.
- J. First Aid Supplies: Comply with governing regulations.
- K. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

Comply with NFPA 10 classification, extinguishing agent and size required by location and class of fire exposure.

### PART 3 - EXECUTION/SCOPE RESPONSIBILITIES

#### 3.01 INSTALLATION (BY APPLICABLE TRADE CONTRACTORS)

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

#### 3.02 TEMPORARY UTILITY INSTALLATION(BY APPLICABLE TRADE CONTRACTORS)

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
  - 1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, each Trade Contractor shall provide trucked-in services at their expense as required to complete their work.
  - 3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.

#### Use Charges:

Cost or use charges for temporary facilities are to be paid by the Trade Contractor requiring or providing the temporary facility unless noted otherwise.

Owner will pay utility consumption costs during construction for construction activities only.

B. Water Service: The Plumbing Contractor shall install water service and distribution piping of sizes and pressures adequate for construction. Provide 3/4" hose bib termination at each story of construction work, located so that any area of building construction can be reached with a 100 ft. length of hose. Water service may be run from a temporary or permanent source.

1. Sterilization: Sterilize temporary water piping prior to use.
2. Protect system from freezing.
3. Maintain 30 psig. water pressure with 5 gpm. flow rate.
4. Owner shall pay for cost of water consumed during construction. Trade Contractor shall take the necessary steps not to be wasteful.

C. Temporary Electricity Power Service:

1. After start of work at project site, when requested by the Construction Manager, the Electrical Contractor shall provide a temporary electrical power distribution system sufficient to accommodate temporary lighting and construction operations, including the use of power tools, and start-up of specified building equipment which must be tested, started or placed into use prior to completion of its permanent power connections. Provide 480 volts, 3 phase, 3 wires, 60 hertz and an equipment grounding conductor as well as 120 volts, 1 phase, 15 amperes, 60 hertz for lighting. Provide weatherproof, grounded wiring with overload protection; with direct wired connections, where feasible, and for voltages up to 220/208 volts. Locate multiple outlets for 120 volt power, not less than 4 gang, at each story of construction, spaced so that the entire area of construction can be reached by power tools on a single extension cord of 100' maximum length. Maximum 20 Amp circuit breaker, four (4) receptacles per circuit breaker.
2. The Owner will pay for cost of all electric energy used for construction activities.
3. The Electrical Trade Contractor shall provide and pay for maintenance, servicing, operation, and supervision of lines installed.
4. Provide service with ground fault circuit interrupter feature, as per NEC and OSHA requirements. The Electrical Trade Contractor shall have a cord inspection program in place. He shall maintain the inspection records on site.
5. As permanent power distribution system is accepted as substantially complete, either entire system or usable portions thereof, the Electrical Trade Contractor shall make suitable provisions for temporary use thereof, and remove unused portions of temporary system.

6. If required, provide meters for electrical power.
  7. When temporary electrical lines are no longer required, they shall be removed by the Electrical Trade Contractor and any part, or parts, of the grounds or buildings disturbed or damaged shall be brought back to their original condition.
  8. Electricity from existing lines may be used at no charge to the Trade Contractor. Each trade shall provide extension cords from the existing facilities, as required, for the execution of the Work. Electrical power for welding equipment will not be available.
  9. The Electrical Trade Contractor shall maintain and operate permanent electrical supply and distribution system until time of final acceptance and transfer of operation to Owner's personnel.
  10. The Electrical Trade Contractor shall install switching controls for all lighting which will enable turning off temporary lighting during off-construction hours.
  11. Temporary power supplies to the Construction Manager's Office Conference/Office Complex shall be installed with service connection by the Electrical Trade Contractor.
  12. The Electrical Trade Contractor will provide power for oil or gas fired temporary heaters, if required by the Construction Manager. It will be connected so that it can remain "live" when the lighting has been turned off.
  13. The Electrical Trade Contractor will provide 24-hour temporary power to any heat tape (installed by others) on temporary water and/or fire lines. All temporary heat work will comply with existing OSHA requirements.
  14. Construction circuits shall be separate and independent from temporary lighting.
- D. Temporary Lighting: Whenever overhead floor of roof deck has been installed, the Electrical Trade Contractor shall provide temporary lighting with local switching.

The Electrical Trade Contractor shall provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight and general lighting as stated below:

1. Provide uniformly spaced general lighting utilizing one (1) 150 watt incandescent lamp equivalent to 1.0 watts/sq. ft. of floor areas (minimum one (1) lamp per room), and one (1) 100 watt lamp per 50' of corridor or per flight of stairs.
2. Limit lighting installations to intensities which will accommodate normal access and workmanship requirements, recognizing that each entity performing work requiring higher intensity lighting will provide supplementary

plug in temporary lighting and localized areas where such work is in progress.

3. As permanent lighting system is substantially complete for each story or usable portion thereof, the Electrical Trade Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary lighting system.
4. The Electrical Trade Contractor shall maintain and operate permanent lighting system until the time of final acceptance and transfer of operation to Owner's personnel, including turning off lighting during off-construction hours.
5. The Electrical Trade Contractor shall replace bulbs that are burned out or substantially dimmed by substantial hours of use.
6. Special lighting required for construction activities shall be provided by contractor requiring it.
7. The Electrical Trade Contractor shall provide safety lighting in the stairways, hallways, and exterior security lighting (as required) on a 24-hour basis.
8. The Electrical Trade Contractor will provide a termination box in the Trade Contractor's office trailer area for hook-up of the Trade Contractor's trailers. Cost for individual Trade Contractor trailer hook-up will be born by the Trade Contractor requiring this service. Use of electric heaters in those trailers and shanties will not be permitted.

E. Temporary Telephones:

1. Each Trade Contractor shall be responsible for and provide for his own temporary telephone service.

F. Storm Sewers and Drainage:

1. If storm sewers are available, the Sitework Trade Contractor shall provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available, or cannot be used, Sitework Trade Contractor shall provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, Sitework Trade Contractor provide containers to remove and dispose of effluent off the site in a lawful manner.
2. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
3. Comply with the soil erosion and sedimentation control plan and local authorities having jurisdiction.

3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION  
(BY APPLICABLE TRADE CONTRACTORS)

A. General:

1. Locate field offices, storage, sanitary facilities and other temporary construction and support facilities for easy access after approval from the Construction Manager.
2. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines.

B. Dewatering Facilities and Drains:

1. For temporary drainage and dewatering facilities, and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities.
2. The Sitework Trade Contractor shall be responsible to maintain the site, excavations and construction free of water. Review contract scopes for dewatering requirements for each Trade Contractor.
3. Plumbing Trade Contractor shall provide temporary storm water drainage from the building and the Sitework Trade Contractor shall control roof drainage from building on site.
4. Sitework Trade Contractor shall be responsible to drain or pump water and remove debris from the site so as not to delay his continuous work or progress. This shall include operating pumps during second shift in order to facilitate next-day continuation of work.
5. Sitework Trade Contractor shall excavate in a manner that prevents all surface water from flowing into the building area. Sitework Trade Contractor shall be responsible to remove any runoff water or debris which enters the building area.
6. Sitework Trade Contractor shall continue to drain site and remove debris until designed grades are obtained.
7. Upon completion of building foundations, each Trade Contractor shall be responsible to remove water and debris required to complete his work.

C. Temporary Heating, Ventilating & Air Conditioning:

1. Temporary heating shall be provided and maintained by the Trade Contractor performing the work if the outside temperature falls below 40°F at anytime during the day or night for all exterior work or work performed prior to the building being generally enclosed by walls and roof.

2. Each Trade Contractor shall furnish temporary heat by acceptable means to provide sufficient heat to maintain a temperature of 55°F, 24 hours a day throughout the entire area of the work for which the Trade Contractor is responsible.

Except where use of the permanent system is authorized, provide vented, self-contained LP gas or fuel oil heaters with individual space thermostatic control. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited. Temporary heating may not be provided using electrical heating equipment if using electrical power supplied by the Owner.

3. As soon as the building, or portions thereof, is generally enclosed with walls and roof and temporary heat is required for scheduled work, or required to facilitate proper workmanship, and permanent heating system is not yet operable or authorized for use, the Mechanical Trade Contractor shall provide temporary heat or air conditioning service for every entity authorized to do work at the project site. The Mechanical Trade Contractor shall maintain temperatures as indicated by other Specification Sections for each type of work to be performed. The Construction Manager shall be the sole arbiter of when the building is considered generally enclosed.
4. The Carpentry Trades shall install, maintain, and remove temporary enclosure of windows, doors and roof openings until the permanent materials are in place when such enclosures will result in the building being generally enclosed.
5. After the conditions of construction require continuous 24 hour heat in the building, as determined by the Construction Manager, the Mechanical Trade Contractor shall provide, operate, and maintain temporary radiation or unit heaters to provide required temperatures (minimum 55°F) for the conduct of the work. This service shall be continued until the permanent heating system has been completely installed and is in operation and the buildings of the project completed. The Mechanical Trade Contractor shall furnish and pay for all fuel as required for providing temporary heat and air conditioning after the building is generally enclosed. The Owner shall pay for all fuel costs incurred to operate the permanent HVAC systems for temporary purposes. As permanent heating/cooling system is substantially complete and operational for each story or usable portion thereof, the Mechanical Trade Contractor shall make suitable provisions for use thereof in temporary heating and cooling. The Mechanical Trade Contractor shall maintain and operate permanent system for temporary heating/cooling purposes, including service to occupied areas, if any, until time of final acceptance or transfer of operation to Owner's personnel, for major parts of system if not for entire heating system.
6. All permanent heating and air conditioning equipment used to supply temporary heat and air conditioning shall be completely cleaned and reconditioned by the Mechanical Trade Contractor prior to final acceptance.  
NOTE: All permanent equipment shall receive required scheduled

maintenance while use for temporary service. Radiator traps and valves used in the heating system during the period of its operation to supply temporary heat shall not be reinstalled in the permanent system. Install new disposable filters and clean non-disposable filters prior to final acceptance. Replace significantly worn parts and parts that have been subject to unusual operating conditions.

7. The Mechanical Trade Contractor shall remove all soot, smudges, and other deposits from walls, ceilings, and all exposed surfaces which are the result of the use of any temporary heating equipment including the use of the permanent heating system for temporary heat purposes. Finish work shall not be done until all such surfaces are properly cleaned.
8. Temporary Ventilation: A Trade Contractor requiring ventilation for work shall provide fans or other necessary equipment to condition air, provided prior approval has been obtained from the Construction Manager.
9. Humidification: Where control of ambient humidity is required for proper performance of the work, or for curing/drying of installed work, or for protection of installed work from deterioration due to variations in ambient conditions, each Trade Contractor shall provide his own temporary humidification or dehumidification equipment to maintain the required conditions. Coordinate the use of the equipment with temporary heating to produce the required conditions with a minimum overall use of energy.
10. Permanent electrical power needed to operate permanent heating system must be provided by the Electrical Trade Contractor in conjunction with building enclosure, or the Electrical Trade Contractor shall furnish adequate temporary power to operate permanent heating system and bear all cost associated to provide that power.

D. Field Offices:

1. Trade Contractors shall provide offices for their own personnel. All type and location of jobsite offices and equipment will be approved by the Construction Manager. Trade Contractor's offices shall be a maximum of 40' in length.
2. Storage and Fabrication Sheds: Each Trade Contractor shall provide storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces. All steps and platforms connected to shelters must be per OSHA regulations.
3. All offices and sheds must have the Trade Contractor's identification on them.

E. Temporary Roads and Paving, Construction Parking:

1. Sitework Trade Contractor shall construct and maintain temporary roads, to

adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located.

2. Snow removal will be performed by the Sitework Contractor for access roads and storage areas. Each Trade Contractor shall provide any additional snow removal required to maintain the schedule.

F. Sanitary Facilities:

1. The Construction Manager shall provide temporary toilets. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

Provide toilet tissue for each facility.

2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit type privies will not be permitted. Provide means of locking facilities when construction is not in progress.

Provide separate facilities for male and female personnel when both sexes are working in any capacity on project site.

Provide one unit for use of Owner representative's office/conference meeting complex.

3. Drinking Water Facilities: Each Trade Contractor shall provide containerized tap-dispenser bottled-water type drinking water units, including paper supply. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45° to 55°F (7° to 13°C).

G. Temporary Enclosures:

1. All temporary enclosures required for protection of exterior construction in progress and completed from exposure, bad weather, other construction operations, and similar activities and to maintain the progress schedule, shall be provided by each contractor as necessary to protect their work.
2. Prior to the building being enclosed, all temporary enclosures required for protection of interior construction in progress and completed from exposure, bad weather, other construction operations, and similar activities and to maintain the progress schedule, shall be provided by each contractor as necessary to protect their work.
3. Where heat is needed and the permanent building enclosure is not complete (windows, doors, and roof openings not complete), the Carpentry Contractor shall provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

4. Install tarpaulins securely with noncombustible wood framing and other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.
5. Each Trade Contractor is required to construct, maintain, and remove dust partitions required to prevent dust from entering adjacent areas.

H. Temporary Lifts and Hoists:

1. Each Trade Contractor shall be responsible for their own hoisting.
2. Existing Elevators:
  - A. N/A
3. New Elevators:
  - A. N/A

I. Project Identification and Temporary Signs

1. The Construction Manager shall prepare project identification and other signs, as approved by the Owner of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel.
2. Provide on (1) sign erected on the site, where directed, to identify the project. Sign shall include Project name, Owner's name, Architect's name, and Construction Manager's name. Size shall be 4' x 8'; color and lettering style shall be as designed by the Architect.
3. Engage an experienced sign painter to apply graphics.
4. Temporary Signs: The Construction Manager shall prepare signs to provide directional information to construction personnel and visitors as required by the Construction Manager.
5. The Construction Manager shall erect weathertight bulletin boards adjacent to the office/conference complex. Size of the boards shall be equivalent to 32 sq. ft., visible area.

J. Waste Disposal Services:

1. The Construction Manager will provide trash collection containers for construction debris, exclusive of masonry, rock, earth, etc., and pay for all debris disposal costs for them. Each Trade Contractor on the project will be required to clean up, and deposit in the dumpster, all debris generated by his trade contract work on a daily basis. This requirement shall be enforced by the Construction Manager and will result in cost assessment against a

Trade Contractor who fails to perform daily clean-up. Each Trade Contractor will be responsible for flattening or crushing all trash as necessary when placed into the dumpster. Hazardous material shall not be placed in the collection container.

K. Construction Aids, Protection and Facilities

1. The Carpentry Trades Contractor shall provide temporary ladders, ramps, and walkways required to access upper levels until permanent systems are installed. They shall be installed and maintained throughout the duration of the project and comply with all OSHA requirements. Removal of these shall be by the Carpentry Contractor when requested by the Construction Manager.
2. The Concrete Contractor shall be responsible for providing safety railings around basement area prior to completion of metal deck and slab. Concrete Contractor shall also provide railing around floor opening for floor hatch into basement once concrete has been poured.
3. Each Trade Contractor will be responsible for protecting any floor openings that have been opened for work under his trade.
4. Each Trade Contractor, upon working in any of the area named in the above paragraph, shall remove the safety covering and handrail to perform his work. Upon completion of his work for the day, lunch, or breaks, or any time when the individual Trade Contractor is not working in that opening, the safety covering and handrail must be replaced by the Trade Contractor removing it. At the end of each day, each Trade Contractor will inspect the site and install all safety coverings and handrails. IF coverings and handrails are not being reinstalled by Trade Contractors responsible for replacement, then Construction Manager will replace at Trade Contractor's expense. At the end of the project, or in order to install permanent construction, the Construction Manager shall remove all coverings and handrails.
5. The Carpentry Trades Contractor shall provide safe, temporary stairs, constructed of secure, dimensional lumber, with all railings and closures according to OSHA regulations, until permanent stairs are installed. Temporary stairs must be provided at the point when above grade floors are framed and decked, and require access by trades, in addition to the steel erection crews.
6. The Trade Contractors requiring access to above grade work are responsible for providing ladders, scaffolding and appropriate methods to access their work. Trade Contractors desiring use of in place above grade work platforms must arrange directly with the party that owns the equipment and make all rental and insurance arrangements directly with that party.
7. All work platforms, scaffolding, etc., on the project shall be available for access by the Owner, Architect, Municipal Authority, Test Agency and/or

Construction Manager, and these parties shall be insured and held harmless when using these facilities by the Owner of the facility.

8. Each Trade Contractor shall be responsible for maintaining safe walkway and stair traffic areas, using anti-skid methods, routine sweeping, snow, mud and/or ice removal, and any other reasonable method for safe usage.

### 3.04 SECURITY AND SAFETY FACILITIES INSTALLATION

#### A. Temporary Fire Safety

1. Shall be maintained in place until permanent fire protection system is available for use. The Fire Protection Trade Contractor shall provide the permanent sprinkler fire protection system for use at the earliest possible date after building enclosure and 55°F temperatures are maintained to protect the building.
2. Until fire protection needs are supplied by permanent facilities, the Construction Manager shall install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers."
3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
4. Store combustible materials in containers in fire-safe locations.
5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas. Prohibit smoking within the enclosure building.
6. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

#### B. Barricades, Warning Signs and Lights: (Protection of Trade Contractors Work)

1. The responsible Trade Contractor shall comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against.

#### C. Building Security Enclosure and Lockup:

1. Each Trade Contractor shall be responsible for assisting the Construction Manager in maintaining a secure building at all times.
2. Each Trade Contractor is responsible for the secure storage of their own material and equipment on and off the site.

D. Environmental Protection:

1. To the fullest extent permitted by law, the Trade Contractor shall indemnify and hold harmless the Owner and Construction Manager, their employees and agents, from claims, losses, damage, and expenses including, but not limited to, attorney's fees arising out of performance of the work at it relates to any type of pollution related situations. This would apply to bodily injury, sickness, disease, or death, or to damages or destruction or contamination of tangible property arising out of the acts or omission of the Trade Contractor or the joint negligent acts of the Owner or Construction Manager, or anyone for whose acts the Trade Contractor may be liable.
2. The Construction Manager will designate area available for construction storage.
3. Each Trade Contractor shall provide protection, operate temporary facilities, and conduct construction in ways and methods that comply with all environmental regulations, and minimize the possibility that air, water, and soil become contaminated or polluted as a result of work or storage so supplies and materials, or equipment usage.
4. Each Trade Contractor will designate and train a responsible employee in environmental contamination procedures, including, but not limited to, emergency responses, material and waste inventories, spills and leak precautions and responses, inspections, housekeeping, security, and external factors.
5. Open burning will not be permitted.

E. Safety Requirements

1. All work shall be performed in accordance with rules, regulations, procedures and safe practice and/or OSHA and all other Government agencies having jurisdiction over the project.
2. Safety precautions and programs:
  - a. Each container shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work. The name of the safety officer for each contractor shall be provided by the Construction Manager.
  - b. All Trade Contractors shall comply with the provisions of the "Specific Safety Requirements of the Construction Safety Act," the "Occupational Safety and Health Act," and Federal, State and local requirements.
  - c. If a contractor fails to maintain the safety precautions required by law or directed by the Construction Manager, the Construction Manager may take such action as necessary and charge the Trade Contractor for all

incurred costs.

- d. The failure of the Construction Manager to take any such action shall not relieve the Trade Contractor of his obligations.
  - e. The Trade Contractor individually shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
  - f. Prior to mobilizing to the job, the Trade Contractor shall submit to the Construction Manager, in writing, a description of his safety program for review and comment. During the conduct of the work, the Trade Contractor shall immediately notify the Construction Manager, in writing, of all accidents and shall submit a written report describing in detail the circumstances of each accident within 24 hours of its occurrence.
  - g. All Trade Contractors shall notify the Construction Manager of any flammable, combustible and/or toxic materials intended for use on the project and shall furnish the Construction Manager with literature pertinent to the use and control of all materials, including, but limited to, MSDS sheets.
  - h. Each Trade Contractor shall delegate one representative who shall be responsible to maintain all safety requirements of the Trade Contractor, and shall attend all project safety meetings scheduled by the Construction Manager.
  - i. Each Trade Contractor shall conduct weekly safety discussions which shall be attended by all employees assigned to this project. A written safety given to the Construction Manager on a weekly basis.
3. Safety of persons and property:
- a. The Trade Contractor shall take all reasonable precautions for the safety or, and shall provide all reasonable protection to prevent damage of loss to:
    1. All employees on the work site and all other persons may be affected thereby.
    2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Trade Contractor or any of his Subcontractors or Sub-Contractors.
    3. Other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction and underground

property.

- b. The Trade Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority, including the Owner's department of protective services, bearing on the safety of persons or property or their protection from damage, injury or loss.
- c. The Trade Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, from his work, including danger signs and other warnings against hazards. He shall comply with safety regulations and notify the Construction Manager of possible effects on adjacent facilities. If the Trade Contractor fails to so comply, he shall, at the direction of the Construction Manager, remove forces from the project without cost or loss to the Owner or Construction Manager, until he is in compliance.
- d. The Trade Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Trade Contractor, his subcontractors, his Sub-subcontractors, or anyone directly employed by any of them, or by anyone for whose acts any of them be liable.
- e. The Trade Contractor shall not load or permit any part of the work to be loaded so as to endanger its integrity and safety.
- f. The use of audio equipment and headsets will not be permitted on the construction site.

4. Emergencies:

- a. In any emergency affecting the safety of persons or property, the Trade Contractor shall act, at his discretion, to prevent threatened damage, injury or loss and shall immediately notify the Construction Manager of such emergency conditions. Any claims made by the Trade Contractor for additional compensation or extension of time on account of emergency work shall be processed in accordance with the Contract Documents.

5. Indemnification:

- a. The Trade Contractor shall indemnify and hold harmless the Owner, the Construction Manager, the Architect/Engineer, all municipal authorities, and their agents and employees, from and against all claims, damages, losses, and expenses including, but limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury, sickness, disease or death, or to injury to or destruction of tangible property (other work than the work itself) including the loss of use resulting therefrom, and (2) is caused in

whole or part by any negligent act or omission of the Trade Contractor, any Subcontractor, anyone directly or indirectly employed by any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- b. In any and all claim against the Owner, the Construction Manager, the Architect/Engineer, or any of their agents or employees, by any employee of the Trade Contractor, and Sub-Contractor, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the type of damages, compensation or any Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- c. The obligations of the Trade Contractor under this paragraph shall not extend to the liability of the Architect/Engineer or the Construction Manager, his agents or employees arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, design or specifications, or (2) the giving of or failure to give directions or instructions by the Architect/Engineer or the Construction Manager, their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- d. No provision of this Subparagraph shall give rise to any duties on the part of the Architect or the Construction Manager not otherwise provided for by contract or by law.
- e. In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party refusing to honor such requests shall, in addition to all other obligations, pay the cost of bringing any such action, including attorney's fees to the party requesting indemnity.

### 3.05 CONTROLS

#### A. Workday:

- 1. The workdays for the project are defined as 7:00 a.m. – 4:30 p.m., Monday through Friday, & 7-3:30 Saturday, with lunch period from 12:00 – 12:30 p.m. The progress schedule may require contractors to perform work other than the normal workday and in addition to the normal workday, to meet milestones in the progress schedule for the project, or to make up time previously lost to regain the progress schedule requirements or to prevent interruption of the Owner's ongoing operation.
- 2. Working times other than the normal workday or in addition to the normal work day, must be arranged in advance with the Construction Manager.
- 3. Trade Contractors who require additional workday hours to regain work time

previously lost to meet the requirements of the project schedule shall be assessed for all costs including Construction Manager supervision and other Trade Contractor cost necessary for the performance of their work.

B. Lunch Wagons:

1. Lunch wagons, catered events of other non-construction related functions shall not be permitted on the project site, except by the written permission of the Owner and Construction Manager.
2. No alcoholic beverages or controlled substances shall be allowed on the project at any time.

C. Erosion Control:

1. The Sitework Trade Contractor shall employ all methods required to comply with Local, State, and Federal requirements to control erosion from the project site, including drainage control ditches, sediment basins, straw bale dykes and silt fencing.

D. Excavation Training:

1. Any Trade Contractor performing excavation shall have an OSHA trained person on site during all excavation operations. This person shall evaluate soil types and conditions to determine the required shoring and excavation methods.

E. Material Inventories:

1. Contractors shall coordinate the delivery and storage on the jobsite of all significant materials
2. Each Trade Contractor shall be responsible for the proper location, secure, and weather resistant storage as required of all materials. This includes placement of materials not to obstruct passage on site or within building structures or in any way which causes impediment or obstruction to other Trade Contractors.
3. All material inventories must be stored by the Trade Contractor to avoid excessive loads on building structure.
4. When directed by the Construction Manager, a Trade Contractor shall remove or relocate material inventories as required for the progress of the project.

F. Deliveries:

1. All contractors are required to properly instruct material suppliers and vendors to address deliveries to them specifically by named responsible party at the jobsite and require advance notice.

2. All deliveries addressed to the project in general, the Owner, Architect or Construction Manager, will be refused and returned to shipper.
3. The Owner will not be responsible for receipt, handing, or loss of any materials which are shipped to the Owner in error and received unknowing of relationship to the project.
4. Contractor receiving materials at the jobsite shall be responsible for prevention of any mud or other deposits on public roadways or other areas outside project limit lines, which may result due to methods of material delivery. Trade Contractor shall instruct delivery conveyor to take appropriate measures to prevent depositing mud or other construction deposits outside contract limit lines. Total responsibility of cleanup of mud or other construction deposit outside of contract limit lines will be the responsibility of the Trade Contractor receiving the delivery.

### 3.06 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended use to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
  2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or not later than Substantial Completion. Complete or, if necessary restore, permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities that constitute temporary facilities are property of the Trade Contractor. The Owner reserves the right to take possession of Project identification signs.
  2. The Sitework Trade Contractor shall remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt, and other petrochemical compounds, and other substance which might impair growth of plant materials

or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

END OF SECTION 015000

## SECTION 017700 – CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. See Volume I "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- E. See Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
- F. See Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Make final changeover of permanent locks. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Construction Manager and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

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

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or approved comparable form.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

#### 1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

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

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

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

- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

## **SECTION 017750 – CLOSEOUT REQUIREMENTS**

1. The following documents are included in this section:
  - A. Trade Contractors Partial Release of Lien (to be submitted with each invoice)
  - B. Partial Release of Lien – 2<sup>nd</sup> tier subcontractors and suppliers (to be submitted by every subcontractor and supplier when the contract is 50% billed)
  - C. Trade Contractors Final Release of Lien (to be submitted with final invoice)
  - D. Final Release of Lien – 2<sup>nd</sup> tier subcontractors and suppliers (to be submitted by every subcontractor and supplier prior to or with final invoice)
  - E. Affidavit Taxes have been paid. (to be submitted prior to or with final invoice)
  - F. Guarantee and Warranty (to be submitted prior to or with final invoice)
  - G. AIA Document G706, Contractors Affidavit of Payment of Debts and Claims (to be submitted prior to or with final invoice)
  - H. AIA Document G706A, Contractors Affidavit of Release of Liens (to be submitted prior to or with final invoice)
  - I. AIA Document G707, Consent of Surety to Final Payment (to be submitted prior to or with final invoice)

END OF SECTION 017750  
(ATTACHMENTS FOLLOW)

**TRADE CONTRACTOR'S PARTIAL RELEASE,  
WAIVER OF LIEN AND AFFIDAVIT**

**TO:** Red Clay Consolidated School District  
1502 Spruce Avenue  
Wilmington, DE 19805

**RE:** Red Clay School District Contract No.:  
**CM:** Whiting-Turner Contracting Company  
**PROJECT:** \_\_\_\_\_  
**CURRENT INVOICE NO.:** \_\_\_\_\_  
**FOR THE PERIOD ENDING:** \_\_\_\_\_

The undersigned Contractor, in consideration of the payments previously made and payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic's, materialman's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Owner, Construction Manager, and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Contractor, its subcontractors and suppliers, in connection with the Project and trade contract, through the period covered by the current invoice and all previous invoices. The release does not apply to retention, nor to extra work which Contractor has been authorized to proceed with by the Construction Manager, but for which payment has not yet been approved.

Except as noted below, Contractor acknowledges and represents that for the period and work covered by all previous invoices for which Contractor has received payment:

1. Contractor has paid in full all amounts for subcontracts, labor, materials and rented equipment.
2. Contractor has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Contractor is aware of no claims nor any circumstances that could give rise to any future claims against Owner, Construction Manager, Architect or other Trade Contractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions, if any:

Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from Contractor to others in connection with the Project.

Contract Sum to Date	\$ _____
Total Completed and Stored to Date	\$ _____
Total Retention to Date	\$ _____
Total Earned Less Retention	\$ _____
Less Previous Payments	\$ _____
Current Payment Due	\$ _____

**BY:** \_\_\_\_\_  
(Name of Subcontractor)

**BY:** \_\_\_\_\_  
(Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor

STATE OF \_\_\_\_\_ )  
(CITY)(COUNTY)OF \_\_\_\_\_ ) to wit:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared before me \_\_\_\_\_ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Trade Contractor's Partial Release, Waiver of lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**PARTIAL WAIVER AND RELEASE  
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS**

TO: Red Clay Consolidated School District(Owner)

DATE: \_\_\_\_\_

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Co.

PROJECT: \_\_\_\_\_

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

The undersigned Company, a subcontractor or supplier to the Trade Contractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of payment for work performed through the current date set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Construction Manager and the real property on which the Project is located, and any claims arising out of work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project, through the period covered by the current invoice.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided labor or material, or rented equipment, for or through the Company in connection with the project have been paid in full, for the periods covered by previous payments, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the Project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Construction Manager or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the project have been paid in full through the last date of work covered by the current invoice.

List exceptions, if any:

Last date of work period covered by current Invoice: \_\_\_\_\_

\_\_\_\_\_  
(Name of Company)

BY: \_\_\_\_\_  
Signature, Duly Authorized Agent of Company

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

\_\_\_\_\_  
Printed Name and Title

STATE OF \_\_\_\_\_ )  
(CITY)(COUNTY)OF \_\_\_\_\_ )

)to wit:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, appeared before me \_\_\_\_\_ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Company's Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**TRADE CONTRACTOR'S FINAL RELEASE AND AFFIDAVIT**

**TO:** Red Clay Consolidated School District(OWNER) **DATE:** \_\_\_\_\_  
1502 Spruce Avenue  
Wilmington, DE 19805

**FROM:** \_\_\_\_\_ (Trade Contractor)

**RE:** \_\_\_\_\_ **DATED:** \_\_\_\_\_  
CONSTRUCTION MANAGER: The Whiting-Turner Contracting Company

PROJECT: \_\_\_\_\_

The undersigned Trade Contractor, in consideration of final payment as set forth herein, hereby waives all mechanic's liens and rights to file mechanic's liens and generally releases, and agrees to indemnify and save harmless, the above Owner, the construction manager, their successors and assigns, from all causes of action, suits, debts, contracts, damages, judgments, decrees, claims, demands, liens, rights to assert liens, awards and expenses, including attorneys' fees, in law, equity or otherwise, which Trade Contractor, its subcontractors and suppliers, their successors and assigns and any persons claiming through them or based upon their acts or omissions ever had, now have or hereafter may have against the above Owner, the construction manager, and any real property or improvements of Owner, from the beginning of the world to the date of this Release, in any manner relating to or arising in connection with the above referenced contract or project.

Trade Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will promptly be applied to full payment of all outstanding amounts due from Trade Contractor to others in connection with the Project.

Final Contract Amount	\$ _____
Less Previous Payments	\$ _____
Final Payment Due	\$ _____

I hereby certify, under penalties of perjury, that the information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

\_\_\_\_\_  
*Trade Contractor*  
**BY:** \_\_\_\_\_ **Address:** \_\_\_\_\_

*Signature, Duly Authorized Agent of Trade Contractor*

\_\_\_\_\_  
*Printed Name and Title*

STATE OF \_\_\_\_\_ )  
(CITY)(COUNTY)OF \_\_\_\_\_ ) to wit:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared before me \_\_\_\_\_ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Trade Contractor's Final Release and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
*(Notary Public)* My commission expires: \_\_\_\_\_

**FINAL WAIVER AND RELEASE  
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS**

OWNER: Red Clay Consolidated School District

DATE: \_\_\_\_\_

CONSTRUCTION MANAGER: The Whiting-Turner Contracting Co.

PROJECT: \_\_\_\_\_

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

The undersigned Company, a subcontractor or supplier to the contractor named above, and hereinafter referred to as the "Company", in consideration of payments previously received and in consideration of final payment set forth below, hereby waives and releases all mechanics', materialman's, or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against the Owner, the Construction Manager and the real property on which the Project is located, and any claims arising out of work, labor, services, equipment or materials, performed or furnished by the Company, its subcontractors and suppliers, in connection with the Project, from the beginning of the world to the date of this Waiver and Release.

Except as noted below, the Company further acknowledges and represents that all persons and entities which have provided labor or material, or rented equipment, for or through the Company in connection with the project have been paid in full, that previous payments to the Company have been properly applied to pay all outstanding invoices relating to the project, that the Company is not aware of any claims, or circumstances which could give rise to future claims, against the Owner, the Construction Manager or the Project, and that all payroll, withholding and other taxes, union benefits, insurance premiums or other amounts required by law, regulation or agreement to be paid in connection with labor for the project have been paid in full.

Final Payment Due: \$ \_\_\_\_\_

\_\_\_\_\_  
*(Name of Company)*

BY: \_\_\_\_\_  
*Signature, Duly Authorized Agent of Company*

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

\_\_\_\_\_  
*Printed Name and Title*

STATE OF \_\_\_\_\_ )  
(CITY)(COUNTY)OF \_\_\_\_\_ )

)to wit:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, appeared before me \_\_\_\_\_ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Company's Final Waiver and Release, are true and accurate to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
*(Notary Public)*

My commission expires: \_\_\_\_\_

AFFIDAVIT THAT ALL TAXES HAVE BEEN PAID

RE: \_\_\_\_\_

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

TO: RED CLAY CONSOLIDATED SCHOOL DISTRICT  
1502 SPRUCE AVENUE  
WILMINGTON, DE 19805

The undersigned certifies that all federal, state and local taxes (including sales, consumer, use and excise taxes) applicable to the work and services performed and materials and equipment incorporated into the work, in each case pursuant to the contract referred to above, have been paid in full.

SUPPLIER/CONTRACTOR: \_\_\_\_\_

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

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

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_, to me known who, being by me duly sworn, did depose and say that  
he resides at \_\_\_\_\_ that  
he is \_\_\_\_\_ of \_\_\_\_\_  
the corporation that executed the foregoing instrument and that he signed his name thereto by order of the Board of  
Directors of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**GUARANTEE AND WARRANTY**

WHEREAS, \_\_\_\_\_, hereinafter called the "Guarantor," entered into a contract dated \_\_\_\_\_, hereinafter called the "Contract," with the Christina School District, hereinafter called the Owner, for the construction of the Marbrook Elementary School 2015 Renovations (hereinafter referred to as the "Work"), located at 2101 Centerville Road, Wilmington, DE 19808.

WHEREAS, the Owner has performed, kept, observed and fulfilled each and every one of the obligations, promises, stipulated, terms and conditions on its part, and

WHEREAS, by the terms of the Contract, one of the conditions precedent to the making of final payment is the execution and delivery by the Grantor of this guarantee and warranty; and

WHEREAS, the Guarantor is now desirous of obtaining payment pursuant to the terms of said Contract and as a condition precedent to such payment, furnishes this separate guarantee and warranty for all work and material included in said Contract,

NOW THEREFORE, in consideration of the premises and of the payments made to the Guarantor under said Contract and in further consideration of final payment, the Guarantor does hereby for itself and its successors, heirs and assigns, guarantee and warrant to the Owner, its successors and assigns, that the Guarantor has performed all the work required by said Contract in accordance with the terms thereof including but not limited to satisfactory operation of all equipment by means or acceptance tests, correction of items on punchlists prepared by the Architect, and that all portions of the work completed under the Contract are perfect as to materials and workmanship and will so remain from \_\_\_\_\_ for a period of one (1) year; and

The Guarantor does hereby further guarantee and warrant that the Guarantor will make good and replace at its own cost and expense all defects in material and workmanship appearing during the period aforesaid and the Guarantor will be responsible for all damage caused to the Owner by such defects or by the work required to remedy such defects. All corrections to material and workmanship shall be made at the convenience of the Owner and shall be performed in a good workmanlike manner.

The Guarantor does hereby warrant and represent that it has obtained warranties and guarantees from its material and equipment suppliers and from its subcontractors to the fullest extent possible and as customary in the various trades and has delivered all assignable warranties and guarantees to the Owner.

It is understood that this guarantee shall in no way be construed to limit in any manner any of the provisions of the Contract or to modify or limit any of the obligations, liabilities and duties of the Guarantor thereunder.

It is further understood that his guarantee shall remain binding and irrevocable during the above stated period and that the Guarantor shall not contest the validity of, or in any way attempt to revoke or withdraw from, this guarantee for any cause whatsoever, whatever arising before or after the execution of the Contract or this guarantee.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be signed and executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(GUARANTOR)

WITNESS:  
  
\_\_\_\_\_

BY: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally came  
\_\_\_\_\_, to me known who, being by me duly sworn, did depose and say that he resides at  
\_\_\_\_\_, that he is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the corporation that executed the foregoing instrument and that he signed his  
name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

# DRAFT AIA<sup>®</sup> Document G706<sup>™</sup> - 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER:   
ARCHITECT:   
CONTRACTOR:   
SURETY:   
OTHER:

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment  Yes  No

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: \_\_\_\_\_

*(Signature of authorized representative)*

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

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

# DRAFT AIA<sup>®</sup> Document G706A<sup>™</sup> - 1994

## Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General  
Construction

CONTRACT DATED:

TO OWNER: *(Name and address)*

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

*(Signature of authorized representative)*

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

# DRAFT AIA<sup>®</sup> Document G707<sup>™</sup> - 1994

## Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR: General Construction

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

Attest:  
*(Seal):*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

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

## **SECTION 017823 - OPERATION AND MAINTENANCE DATA**

### **PART 1 - GENERAL**

#### **1.1 REQUIREMENTS INCLUDED**

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

#### **1.2 RELATED REQUIREMENTS**

- A. Section 013300 - SUBMITTAL PROCEDURES
- B. Section 017700 - CLOSEOUT PROCEDURES
- C. Section 017800 - PROJECT RECORD DOCUMENTS
- D. Section 017810 - WARRANTIES AND BONDS
- E. Individual Specifications Sections: Specific requirements for operation and maintenance data.

#### **1.3 QUALITY ASSURANCE**

- A. Prepare instructions and data by personnel experienced in maintenance and operation of the described products.

#### **1.4 FORMAT**

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Binders: Commercial quality, 8 1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; one inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Covers: Identify each binder with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS"; list title of project and identify separate structures as applicable; identify subject matter of contents.
- D. Arrange content by systems, under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate product and system with typed description of product and major component parts of equipment.

- F. Text: Manufacturer's printed data or typewritten data on 20 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Submit three copies of the completed manual at least 14 days in advance of the Contractors request for final payment.

#### 1.5 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses and telephone numbers of Architect/Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts and data applicable to installation; delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations to component parts of equipment and systems to show control and flow diagrams.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Bind in copy of each.

#### 1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials and Finishes: Include product data with catalog number, size, composition and color and texture designations.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.
- C. Moisture-Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition and details of installation. Provide recommendations for inspection, maintenance and repair.
- D. Additional Requirements: As specified in Individual Specifications Sections.
- E. Provide complete information, "As Appropriate To This Project", for products specified in.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each item of Equipment and Each System: Include description of unit or system and component parts. Give function, normal operating characteristics and limiting conditions. Include performance curves with engineering data and tests and complete nomenclature and commercial number of replacement parts.
- B. Panel Board Circuit Directories: Provide electrical service characteristics, controls and communications.
- C. Include as-installed color coded wiring diagrams.
- D. Operating Procedures: Include start-out, break-in and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down and emergency instructions. Include summer, winter and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balance and checking instructions.
- F. Provide servicing and lubrication schedule and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance operations.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- J. Provide as-installed control diagrams by controls manufacturer.
- K. Provide Contractor's coordination drawings with as-installed color coded piping diagrams.
- L. Provide charts of valve tag numbers with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices and recommended quantities to be maintained in storage.
- N. Additional Requirements: As specified in individual Specifications Sections.
- O. Provide complete information, "As Appropriate To This Project", for products specified in all divisions of the specification.

1.8 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment and maintenance of products, equipment and systems, at as agreed upon times. For equipment requiring seasonal operation, perform instructions for other seasons within six months of substantial completion.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manuals with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation Maintenance Manual when need for such data becomes apparent during instruction.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

**END OF SECTION**

## **SECTION 017839 - PROJECT RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.1 REQUIREMENTS INCLUDED**

- A. Maintenance of Record Documents and Samples.
- B. Submittal of Record Documents and Samples.

#### **1.2 RELATED REQUIREMENTS**

- A. GENERAL CONDITIONS of the CONTRACT: Documents at the site.
- B. Section 017700 - CLOSEOUT PROCEDURES
- C. Section 017810 – WARRANTIES AND BONDS
- D. Section 018300 - OPERATION AND MAINTENANCE DATA
- E. Individual Specifications Sections: Manufacturer's Certificates of Inspection.

#### **1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store Record Documents and Samples in field office apart from documents used for construction. Provide files, racks and secure storage for Record Documents and Samples.
- B. Label and file Record Documents and Samples in accordance with Section number listing in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- C. Maintain Record Documents in a clean, dry and legible condition. DO NOT use Record Documents for construction purposes.
- D. Keep Record Documents and Samples available for inspection by Architect/Engineer and Owner.
- E. Contractor(s) agree to retain all cost supporting records and documentation for a period of seven (7) years from the date of grant close out.

#### **1.4 RECORDING**

- A. Label each document "PROJECT RECORD" in neat, large, printed letters.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information on prints. The final plot shall show all pertinent changes

and shall be marked "As Built", dated and signed by Contractor. Submit "As Built" documents to the Architect for their review.

- C. Record information concurrently with construction progress. DO NOT CONCEAL any work until required information is recorded.
- D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
  - 1. Measured depths of elements of foundation in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the construction.
  - 4. Field changes of dimension and detail.
  - 5. Changes made by Modifications.
  - 6. Details not on original Contract Drawings.
  - 7. References to related Shop Drawings and Modifications.
- E. Specifications: Legibly mark each item to record actual construction, including:
  - 1. Manufacturer, trade name, catalog number of each product actually installed, particularly optional items and substitute items.
  - 2. Changes made by Addenda and Modifications.
- F. Other Documents: Maintain manufacturer's certifications, inspection certifications, field test records and other similar items required by individual Specifications sections.

#### 1.5 SUBMITTAL

- A. At Contract Closeout, deliver Record Documents and Samples under provisions of Section 017700.
- B. Transmit with cover letter in duplicate, listing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name, address and telephone number
  - 4. Title and number of each Record Document
  - 5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

### END OF SECTION

## **SECTION 017900 - DEMONSTRATION AND TRAINING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
  - 1. Division 1 Section "Allowances" for administrative and procedural requirements for demonstration and training allowances.
  - 2. Division 1 Section "Project Management and Coordination" for requirements for preinstruction conferences.
  - 3. Divisions 2 through 16 Sections for specific requirements for demonstration and training for products in those Sections.
- C. Allowances: Furnish demonstration and training instruction time under the Demonstration and Training Allowance as specified in Division 1 Section "Allowances."
- D. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up.

#### **1.3 SUBMITTALS**

- A. Instruction Program: Submit two (2) copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. At completion of training, submit three (3) complete training manual(s) for Owner's use.
- B. Qualification Data: For facilitator.

- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- E. Demonstration and Training Videotapes: Submit two (2) copies within seven (7) days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of photographer.
    - c. Name of Architect and Construction Manager.
    - d. Name of Contractor.
    - e. Date videotape was recorded.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - 2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

#### 1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 3. Review required content of instruction.

4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
  1. Fire-protection systems, including fire alarm, fire pumps, and fire-extinguishing systems.
  2. Intrusion detection systems.
  3. Medical equipment, including medical gas equipment and piping.
  4. Heat generation, including boilers, feedwater equipment, pumps and water distribution piping.
  5. Refrigeration systems, including chillers, cooling towers, condensers, pumps and distribution piping.
  6. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
  7. HVAC instrumentation and controls.
  8. Electrical service and distribution, including transformers, switchboards, panelboards, uninterruptible power supplies and motor controls.
  9. Packaged engine generators, including transfer switches.
  10. Lighting equipment and controls.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
  1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.

- c. Operating standards.
  - d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
2. Documentation: Review the following items in detail:
- a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project Record Documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  2. Owner will furnish an instructor to describe Owner's operational philosophy.
  3. Owner will furnish Contractor with names and positions of participants.

- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner through Construction Manager, with at least seven (7) days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a written performance-based test.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEOTAPES

- A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Videotape Format: Provide high-quality VHS color videotape in full-size cassettes.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on videotape by audio narration by microphone while videotape is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- E. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION

SECTION 018000 – RELEASE OF ELECTRONIC MEDIA

**AGREEMENT FOR TRANSFER AND USE OF  
DOCUMENTS IN ELECTRONIC FORM**

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

Project: \_\_\_\_\_ File Names: \_\_\_\_\_

From: \_\_\_\_\_

Cc: \_\_\_\_\_

This form must be signed and returned to SCHRADERGROUP architecture LLC (SGA) before the above CAD files can be sent to you (USER). The following terms and conditions for use apply to all electronic data (DATA) transferred from SGA to the person/firm (USER) identified above. These terms and conditions include:

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fees) whenever asserted or occurring, whichever of them may suffer, incur, pay out, or which may be asserted against any of them, in whole or in part by reason of the use of said CAD files for any purpose whatsoever. USER represents he/she is authorized to bind his/her firm.

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

END OF SECTION

## **SECTION 061053 – MISCELLANEOUS ROUGH CARPENTRY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Wood blocking and nailers.
  - 2. Plywood backing panels.
  - 3. Wood treatment.

#### **1.3 DEFINITIONS**

- A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NLGA: National Lumber Grades Authority.
  - 2. SPIB: The Southern Pine Inspection Bureau.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
- B. Fastener Patterns: Full-size templates for fasteners in exposed framing.
- C. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- D. Evaluation Reports: For the following, from ICC-ES:
  - 1. Wood-preservative-treated wood.
  - 2. Fire-retardant-treated wood.
  - 3. Power-driven fasteners.

4. Powder-actuated fasteners.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
  2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.

D. Application: Treat items indicated on Drawings, and the following:

## 2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
1. Use treatment that does not promote corrosion of metal fasteners.
  2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D2898. Use for exterior locations and where indicated.
  3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201 at 92 percent relative humidity. Use where exterior type is not indicated.
  4. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D5664 and design value adjustment factors shall be calculated according to ASTM D6841.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat items indicated on Drawings, and the following:
1. Concealed blocking.
  2. Plywood backing panels.

## 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
1. Blocking.
  2. Nailers.

- B. For items of dimension lumber size, provide Standard, Stud, or No.3 grade lumber of any species.

## 2.5 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: DOC PS1, Exterior, C-D plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
  - 2. Provide stainless steel type fasteners at all wood preservative treated materials including all roofing and exterior blocking.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: NESNER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A307, Grade A; with ASTM A563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B633, ClassFe/Zn5.
  - 2. Material: Stainless steel with bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group1 or 2.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for

accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

- B. Framing Standard: Comply with AF&PA's WCD1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- E. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated.
- F. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NESNER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### 3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preserved-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

END OF SECTION 061053

## **SECTION 079200 - JOINT SEALANTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Urethane joint sealants.
  - 3. Latex joint sealants.
  - 4. Solvent-release-curing joint sealants.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Product test reports.
- B. Preconstruction compatibility and adhesion test reports.
- C. Preconstruction field-adhesion test reports.

- D. Field-adhesion test reports.
- E. Sample warranties.

#### 1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

#### 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

#### 1.8 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

## 2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Momentive Performance Materials; GE Construction Sealants; SCS2700 SilPruf LM .
    - b. Sika Corporation U.S.; Sikasil WS-290.
- B. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 791.
    - b. Momentive Performance materials; GE Construction Sealants; SCS2000 SilPruf.
    - c. May National Associates, Inc., a subsidiary of Sika Corporation U.S.; Bondaflex Sil 265 LTS.
    - d. Pecora Corporation; PCS.
    - e. Sika Corporation U.S.; Sikasil WS-295.
- C. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 758.
    - b. Momentive Performance Materials; GE Construction Sealants; SCS2350.
    - c. Polymeric Systems, Inc.; PSI-631.
    - d. Schnee-Morehead, Inc., an ITW company; SM5731 Poly-Glaze Plus.
- D. Silicone, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; NS.
    - b. May National Associates, Inc., a subsidiary of Sika Corporation U.S.; Bondaflex Sil 728 NS.

- E. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T and NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 799.
    - b. Soudal USA; RTV 50.
- F. Silicone, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T and NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. May National Associates, Inc., a subsidiary of Sika Corporation U.S.; Bondaflex Sil 199 PG.
    - b. Sika Corporation U.S.; Sikasil-N Plus US.

### 2.3 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. May National Associates, Inc., a subsidiary of Sika Corporation U.S.; Bondaflex Sil 290 FPS-NB.
    - b. Pecora Corporation; 890FTS/TXTR, or 890 NST.
    - c. Tremco Incorporated; Spectrem 1.
- C. Exterior Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Pecora Corporation; 864NST.
    - b. Dow Corning Corporation; 795.
    - c. Momentive Performance Materials; GE Construction Sealants; SilPruf NB.
    - d. Tremco Incorporated; Spectrem 2.

2. Applications: Use for exterior non-traffic bearing joints:
  - a. Control and soft joints in masonry.
  - b. Joints between concrete or stone and other materials.
  - c. Joints between metal frames and other materials.
  - d. Other exterior non-traffic bearing joints for which no other sealant is indicated.
  
- D. Silicone, Nonstaining, M, NS, 50, NT: Nonstaining, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Tremco Incorporated; Spectrem 4-TS.

#### 2.4 URETHANE JOINT SEALANTS

- A. Interior Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Pecora Corporation; Dynatrol I-XL.
    - b. Sherwin-Williams Company (The); Stampede-1.BASF Construction Chemicals, LLC, Building Systems; Sonalastic TX1.
    - c. Tremco Incorporated; Dymonic.
  2. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between interior surfaces and exterior wall components.
    - c. Other interior dynamic joints.
  
- B. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Construction Chemicals, LLC, Building Systems; Sonalastic SL 1.
    - b. Pecora Corporation; NR-201.
    - c. Polymeric Systems, Inc.; Flexiprene 952.
    - d. Schnee-Morehead, Inc.; an ITW company; Permathane SM7101.
    - e. Sherwin-Williams Company (The); Stampede 1SL.

- C. Urethane, M, NS, 50, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Pecora Corporation; Dynatrol II.
- D. Urethane, M, NS, 25, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Sherwin-Williams Company (The); Stampede-2NS.
- E. Exterior Urethane, M, NS, 50, T, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Uses T and NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Tremco Incorporated; Dymeric 240.
    - b. BASF Building Systems; Sonneborn; NP 2.
  2. Applications: Use for exterior non-traffic bearing joints, except EIFS joints.
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Other exterior non-traffic bearing joints for which no other sealant is indicated.
- F. Urethane, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses T and NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Bostik, Inc.; Chem-Calk 505.
    - b. LymTal International, Inc.; Iso-Flex 881.
    - c. Sika Corporation U.S.; Sikaflex - 2c NS EZ Mix.

## 2.5 LATEX JOINT SEALANTS

- A. Interior Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF. single component, nonstaining, nonbleeding, nonsagging.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Pecora Corporation; AC-20.
    - b. Sherwin-Williams Company (The); 950A.
    - c. BASF Construction Chemicals, LLC, Building Systems; Sonolac.
    - d. Tremco Incorporated; Tremflex 834.
  - 2. Applications: Use for interior joints, except where sanitary sealant is required.
    - a. Interior wall and ceiling control joints.
    - b. Interior joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.

## 2.6 JOINT SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), or Type B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

## 2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
  - 1. Remove laitance and form-release agents from concrete.
  - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- F. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
  2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch. Hold edge of sealant bead 1/4 inch inside masking tape.
  3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
  4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
    - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
  2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

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## **SECTION 081113 - HOLLOW METAL DOORS AND FRAMES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes hollow-metal work.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door type.
  - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 4. Locations of reinforcement and preparations for hardware.
  - 5. Details of each different wall opening condition.
  - 6. Details of anchorages, joints, field splices, and connections.
  - 7. Details of accessories.
  - 8. Details of moldings, removable stops, and glazing.
  - 9. Details of conduit and preparations for power, signal, and control systems.
- C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified agency.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Black Mountain Door, LLC.
  - 2. Ceco Door Products.
  - 3. Curries Co.
  - 4. Mesker Door Inc.
  - 5. Pioneer Industries, Inc.
  - 6. Steelcraft; an Ingersoll-Rand company.
- B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

### 2.2 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Fire-Rated, Borrowed-Light Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

### 2.3 INTERIOR DOORS AND FRAMES

- A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2.

1. Physical Performance: Level B according to SDI A250.4.
2. Doors:
  - a. Type: As indicated in the Door and Frame Schedule.
  - b. Thickness: 1-3/4 inches.
  - c. Face: Uncoated, cold-rolled steel sheet, minimum thickness of 0.042 inch
  - d. Edge Construction: Model 1, Full Flush.
  - e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
3. Frames:
  - a. Materials: Uncoated cold rolled steel sheet, minimum thickness of 0.053 inch.(16 Gauge)
  - b. Construction: Full profile welded.
4. Exposed Finish: Prime.

2.4 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2.

1. Physical Performance: Level B according to SDI A250.4.
2. Doors:
  - a. Type: As indicated in the Door and Frame Schedule.
  - b. Thickness: 1-3/4 inches.
  - c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch, with minimum A40 coating.
  - d. Edge Construction: Model 1, Full Flush.
  - e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
    - 1) Thermal-Rated Doors: Provide doors fabricated with thermal-resistance value (R-value) of not less than 2.1 deg F x h x sq. ft./Btu when tested according to ASTM C 1363.
3. Frames:
  - a. Materials: Metallic-coated steel sheet, minimum thickness 0.053 inches (16 Gauge), with minimum A40 coating.
  - b. Construction: Full profile welded.

4. Exposed Finish: Prime.

## 2.5 FRAME ANCHORS

### A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
3. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

### B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.

## 2.6 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
  1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

- G. Grout: ASTM C 476, except with a maximum slump of 4 inches, as measured according to ASTM C 143/C 143M.
- H. Glazing: Comply with requirements in Section 088000 "Glazing."
- I. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

## 2.7 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Doors:
  - 1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026 inch, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches apart. Spot weld to face sheets no more than 5 inches o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
  - 2. Fire Door Cores: As required to provide fire-protection ratings indicated.
  - 3. Vertical Edges for Single-Acting Doors: Provide beveled or square edges at manufacturer's discretion.
  - 4. Top Edge Closures: Close top edges of doors with inverted closures, except provide flush closures at exterior doors of same material as face sheets.
  - 5. Bottom Edge Closures: Close bottom edges of doors with end closures or channels of same material as face sheets.
  - 6. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
  - 7. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.
- C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  - 1. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
  - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - 3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.

4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
5. Jamb Anchors: Provide number and spacing of anchors as follows:
  - a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:
    - 1) Two anchors per jamb up to 60 inches high.
    - 2) Three anchors per jamb from 60 to 90 inches high.
    - 3) Four anchors per jamb from 90 to 120 inches high.
    - 4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
  - b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
    - 1) Three anchors per jamb up to 60 inches high.
    - 2) Four anchors per jamb from 60 to 90 inches high.
    - 3) Five anchors per jamb from 90 to 96 inches high.
    - 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
  - c. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.
6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
  - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
  - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
  2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
- F. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with butted or mitered hairline joints.

1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
4. Provide loose stops and moldings on inside of hollow-metal work.
5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

## 2.8 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

## 2.9 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-rated openings, install frames according to NFPA 80.
    - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    - c. Install frames with removable stops located on secure side of opening.
    - d. Install door silencers in frames before grouting.
    - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    - g. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
  - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
    - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
  - 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
  - 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
  - 5. Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation.
  - 6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
  - 7. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
  - 8. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.

- b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
- 1. Non-Fire-Rated Steel Doors:
    - a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
    - b. Between Edges of Pairs of Doors: 1/8 inch to 1/4 inch plus or minus 1/32 inch.
    - c. At Bottom of Door: 3/4 inch plus or minus 1/32 inch.
    - d. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.
  - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- D. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.
- 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

END OF SECTION 081113

## **SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Exterior and interior storefront framing.
  - 2. Exterior and interior manual-swing entrance doors and door-frame units.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For aluminum-framed storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
  - 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
  - 2. Include full-size isometric details of each vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
    - a. Joinery, including concealed welds.
    - b. Anchorage.
    - c. Expansion provisions.
    - d. Glazing.
    - e. Flashing and drainage.
  - 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.

- C. Samples: For each type of exposed finish required, in manufacturer's standard sizes.
- D. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch lengths of full-size components and showing details of the following:
  - 1. Joinery, including concealed welds.
  - 2. Anchorage.
  - 3. Expansion provisions.
  - 4. Glazing.
  - 5. Flashing and drainage.
- E. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.
- F. Delegated-Design Submittal: For aluminum-framed storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Energy Performance Certificates: For aluminum-framed storefronts, accessories, and components, from manufacturer.
  - 1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed storefront.
- C. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Sample Warranties: For special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.

- C. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.
- D. Accessible Entrances: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.

## 1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Noise or vibration caused by thermal movements.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - d. Failure of operating components.
  - 2. Warranty Period: Five years from date of Substantial Completion.
- B. Finish Warranty: Include coverage for aluminum finishes degradation.
  - 1. Clear Anodized Finish: Provide a five year manufacturer's warranty.
- C. Glass Warranty: As specified in Section 088000.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer registered in the state where the project is located, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrances and storefronts.
- B. General Performance: Aluminum-framed systems shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:

1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.
    - c. Noise or vibration created by wind and thermal and structural movements.
    - d. Loosening or weakening of fasteners, attachments, and other components.
    - e. Failure of operating units.
- C. Structural Loads:
1. Wind Loads: As indicated on Drawings
  2. Seismic Loads: As indicated on Drawings.
- D. Deflection of Framing Members: At design wind pressure, as follows:
1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
  2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch, whichever is smaller.
    - a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.
- E. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:
1. When tested at positive and negative wind-load design pressures, systems do not evidence deflection exceeding specified limits.
  2. When tested at 150 percent of positive and negative wind-load design pressures, systems, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
  3. Test Durations: As required by design wind velocity, but not fewer than 10 seconds.
- Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
1. Fixed Framing and Glass Area:
    - a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 6.24 lbf/sq. ft.
- G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:
1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 10 lbf/sq. ft.

- H. Energy Performance: Certify and label energy performance according to NFRC as follows:
  - 1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.40 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
  - 2. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 68 as determined according to NFRC 500.
- I. Noise Reduction: Test according to ASTM E 90, with ratings determined by ASTM E 1332, as follows.
  - 1. Outdoor-Indoor Transmission Class: Minimum 27.
- J. Thermal Movements: Provide aluminum-framed systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
  - 2. Test Performance: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
    - a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 deg F.
    - b. Low Exterior Ambient-Air Temperature: 0 deg F.
  - 3. Interior Ambient-Air Temperature: 75 deg F

## 2.2 MANUFACTURERS

- A. Basis-of-Design Products: Subject to compliance with requirements, provide YKK YES 45 TU series storefront framing system, or comparable product by one of the following:
  - 1. EFCO Corporation.
  - 2. Kawneer North America.
  - 3. TRACO.
- B. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

## 2.3 EXTERIOR FRAMING SYSTEM

- A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Construction: Thermally broken.
  2. Glazing System: Retained mechanically with gaskets on four sides.
  3. Glazing Plane: As indicated.
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts, complying with ASTM A 123/A 123M or ASTM A 153/A 153M.
- E. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.
- F. Storefront Framing System:
1. Description: Center set, flush glazed; head and sill members continuous; jambs and vertical mullions attached by screw spline joinery.
  2. Components: Manufacturer's standard extruded aluminum mullions, hinged mullions, 90 degree corner posts, and indicated shapes.
  3. Thermal Barrier: Manufacturer's standard.

## 2.4 INTERIOR FRAMING SYSTEM

- A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
1. Construction: Non-Thermal.
  2. Glazing System: Retained mechanically with gaskets.
  3. Glazing Plane: Center rabbet, exterior flush glazed.
- B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- C. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts, complying with ASTM A 123/A 123M or ASTM A 153/A 153M.
- D. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- E. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.

## 2.5 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

1. Sheet and Plate: ASTM B 209.
2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
3. Extruded Structural Pipe and Tubes: ASTM B 429.
4. Structural Profiles: ASTM B 308/B 308M.
5. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.

B. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer, complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.

1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

## 2.6 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.

1. Door Construction: 1-3/4-inch overall thickness, with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
2. Door Design: Medium stile; 3-1/2-inch nominal width door stiles with 10 inch bottom rail.
  - a. Accessible Doors: Smooth surfaced for width of door in area within 10 inches above floor or ground plane.
3. Glazing Stops and Gaskets: Snap-on, extruded-aluminum stops and preformed gaskets to match adjacent storefront construction.
  - a. Provide nonremovable glazing stops on outside of door.

## 2.7 ENTRANCE DOOR HARDWARE

A. Entrance Door Hardware: As specified in Division 08 Section "Door Hardware."

## 2.8 GLAZING

- A. Glazing: As specified in Division 08 Section "Glazing."
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, molded or extruded, of profile and hardness required to maintain watertight seal.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.

- D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.

## 2.9 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, non-bleeding fasteners and accessories compatible with adjacent materials.
  - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  - 2. Reinforce members as required to receive fastener threads.
  - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
- B. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Division 07 Section "Joint Sealants."
- C. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30-mil thickness per coat.

## 2.10 FABRICATION

- A. Form or extruded aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
  - 4. Physical and thermal isolation of glazing from framing members.
  - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 6. Provisions for field replacement of glazing from exterior.
  - 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
  - 1. At exterior doors, provide compression weather stripping at fixed stops.

2. At interior doors, provide silencers at stops to prevent metal-to-metal contact. Install three silencers on strike jamb of single-door frames and two silencers on head of frames for pairs of doors.

F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.

H. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

## 2.11 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure non-movement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
6. Seal joints watertight unless otherwise indicated.

B. Metal Protection:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

- C. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.
- D. Install components plumb and true in alignment with established lines and grades, and without warp or rack.
- E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- F. Install glazing as specified in Division 08 Section "Glazing."
- G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
  - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
  - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- H. Install weatherseal sealant as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.
- I. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
  - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.

### 3.3 ERECTION TOLERANCES

- A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:
  - 1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
  - 2. Level: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
  - 3. Alignment:
    - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch wide, limit offset from true alignment to 1/16 inch.
    - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch wide, limit offset from true alignment to 1/8 inch.
    - c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4 inch.
  - 4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.

3.4 ADJUSTING

- A. Adjust operating entrance door hardware to function smoothly as recommended by manufacturer.
  - 1. For entrance doors accessible to people with disabilities, adjust closers to provide a 3-second closer sweep period for doors to move from a 70-degree open position to 3 inches from the latch, measured to the leading door edge.

END OF SECTION 084113

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## **SECTION 087100 - DOOR HARDWARE**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY:**

- A. Section Includes: Finish Hardware for door openings, except as otherwise specified herein.
1. Door hardware for steel (hollow metal) doors.
  2. Door hardware for aluminum doors.
  3. Door hardware for wood doors.
  4. Door hardware for other doors indicated.
  5. Keyed cylinders as indicated.
- B. Related Sections:
1. Division 6: Rough Carpentry.
  2. Division 8: Aluminum Doors and Frames
  3. Division 8: Hollow Metal Doors and Frames.
  4. Division 8: Wood Doors.
  5. Division 26 Electrical
  6. Division 28: Electronic Security
- C. References: Comply with applicable requirements of the following standards. Where these standards conflict with other specific requirements, the most restrictive shall govern.
1. Builders Hardware Manufacturing Association (BHMA)
  2. NFPA 101 Life Safety Code
  3. NFPA 80 -Fire Doors and Windows
  4. ANSI-A156.xx- Various Performance Standards for Finish Hardware
  5. UL10C – Positive Pressure Fire Test of Door Assemblies
  6. ANSI-A117.1 – Accessible and Usable Buildings and Facilities
  7. DHI /ANSI A115.IG – Installation Guide for Doors and Hardware
  8. ICC – International Building Code
- D. Intent of Hardware Groups
1. Should items of hardware not definitely specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
  2. Where items of hardware aren't definitely or correctly specified, are required for completion of the Work, a written statement of such omission, error, or other discrepancy to be submitted to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.

- E. Allowances
  - 1. Refer to Division 1 for allowance amount and procedures.
- F. Alternates
  - 1. Refer to Division 1 for Alternates and procedures.
- 1.2 SUBSTITUTIONS:
  - A. As Noted.
- 1.3 SUBMITTALS:
  - A. Comply with Division 1.
  - B. Special Submittal Requirements: Combine submittals of this Section with Sections listed below to ensure the "design intent" of the system/assembly is understood and can be reviewed together.
  - C. Product Data: Manufacturer's specifications and technical data including the following:
    - 1. Detailed specification of construction and fabrication.
    - 2. Manufacturer's installation instructions.
    - 3. Wiring diagrams for each electric product specified. Coordinate voltage with electrical before submitting.
    - 4. Submit 6 copies of catalog cuts with hardware schedule.
    - 5. Provide 9001-Quality Management and 14001-Environmental Management for products listed in Materials Section 2.2
  - D. Shop Drawings - Hardware Schedule: Submit 6 complete reproducible copy of detailed hardware schedule in a vertical format.
    - 1. List groups and suffixes in proper sequence.
    - 2. Completely describe door and list architectural door number.
    - 3. Manufacturer, product name, and catalog number.
    - 4. Function, type, and style.
    - 5. Size and finish of each item.
    - 6. Mounting heights.
    - 7. Explanation of abbreviations and symbols used within schedule.
    - 8. Detailed wiring diagrams, specially developed for each opening, indicating all electric hardware, security equipment and access control equipment, and door and frame rough-ins required for specific opening.
  - E. Templates: Submit templates and "reviewed Hardware Schedule" to door and frame supplier and others as applicable to enable proper and accurate sizing and locations of cutouts and reinforcing.
    - 1. Templates, wiring diagrams and "reviewed Hardware Schedule" of electrical terms to electrical for coordination and verification of voltages and locations.

- F. Samples: (If requested by the Architect)
1. 1 sample of Lever and Rose/Escutcheon design, (pair).
  2. 3 samples of metal finishes
- G. Contract Closeout Submittals: Comply with Division 1 including specific requirements indicated.
1. Operating and maintenance manuals: Submit 3 sets containing the following.
    - a. Complete information in care, maintenance, and adjustment, and data on repair and replacement parts, and information on preservation of finishes.
    - b. Catalog pages for each product.
    - c. Name, address, and phone number of local representative for each manufacturer.
    - d. Parts list for each product.
  2. Copy of final hardware schedule, edited to reflect, "As installed".
  3. Copy of final keying schedule
  4. As installed "Wiring Diagrams" for each piece of hardware connected to power, both low voltage and 110 volts.
  5. One set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

#### 1.4 QUALITY ASSURANCE

- A. Comply with Division 1.
1. Statement of qualification for distributor and installers.
  2. Statement of compliance with regulatory requirements and single source responsibility.
  3. Distributor's Qualifications: Firm with 3 years experience in the distribution of commercial hardware.
    - a. Distributor to employ full time Architectural Hardware Consultants (AHC) for the purpose of scheduling and coordinating hardware and establishing keying schedule.
    - b. Hardware Schedule shall be prepared and signed by an AHC.
  4. Installer's Qualifications: Firm with 3 years experienced in installation of similar hardware to that required for this Project, including specific requirements indicated.
  5. Regulatory Label Requirements: Provide testing agency label or stamp on hardware for labeled openings.
    - a. Provide UL listed hardware for labeled and 20 minute openings in conformance with requirements for class of opening scheduled.
    - b. Underwriters Laboratories requirements have precedence over this specification where conflict exists.
  6. Single Source Responsibility: Except where specified in hardware schedule, furnish products of only one manufacturer for each type of hardware.

- B. Review Project for extent of finish hardware required to complete the Work. Where there is a conflict between these Specifications and the existing hardware, notify the Architect in writing and furnish hardware in compliance with the Specification unless otherwise directed in writing by the Architect.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Comply with Division 1.
  - 1. Deliver products in original unopened packaging with legible manufacturer's identification.
  - 2. Package hardware to prevent damage during transit and storage.
  - 3. Mark hardware to correspond with "reviewed hardware schedule".
  - 4. Deliver hardware to door and frame manufacturer upon request.
- B. Storage and Protection: Comply with manufacturer's recommendations.

#### 1.6 PROJECT CONDITIONS:

- A. Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for the proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents.
- B. Review Shop Drawings for doors and entrances to confirm that adequate provisions will be made for the proper installation of hardware.

#### 1.7 WARRANTY:

- A. Refer to Conditions of the Contract
- B. Manufacturer's Warranty:
  - 1. Closers: Ten years
  - 2. Exit Devices: Five Years
  - 3. Locksets & Cylinders: Three years
  - 4. All other Hardware: Two years.

#### 1.8 OWNER'S INSTRUCTION:

- A. Instruct Owner's personnel in operation and maintenance of hardware units.

#### 1.9 MAINTENANCE:

- A. Extra Service Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals Section.
  - 1. Special Tools: Provide special wrenches and tools applicable to each different or special hardware component.
  - 2. Maintenance Tools: Provide maintenance tools and accessories supplied by hardware component manufacturer.

3. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra service materials.

B. Maintenance Service: Submit for Owner's consideration maintenance service agreement for electronic products installed.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS:

A. The following manufacturers are approved subject to compliance with requirements of the Contract Documents. Approval of manufacturers other than those listed shall be in accordance with Division 1.

<u>Item:</u>	<u>Manufacturer:</u>	<u>Approved:</u>
Continuous Hinges	Ives	Stanley, ABH
Locksets	Schlage ND, L9000	NO SUBSTITUTION
Cylinders	Schlage EVEREST D	NO SUBSTITUTION
Exit Devices	Von Duprin 98	NO SUBSTITUTION
Closers	LCN 4040XP	NO SUBSTITUTION
Protection Plates	Ives	Trimco, Burns
Door Stops	Trimco	Ives, Burns
Threshold & Gasketing	National Guard	Reese, K.N. Crowder

### 2.2 MATERIALS:

A. Geared Continuous Hinges:

1. Tested and approved by BHMA for ANSI A156.26-1996 Grade 1
2. Anti-spinning through fastener
3. UL10C listed for 3 hour Fire rating
4. Non-handed
5. Lifetime warranty
6. Provide Fire Pins for 3-hour fire ratings
7. Sufficient size to permit door to swing 180 degrees

B. Mortise Type Locks and Latches:

1. Tested and approved by BHMA for ANSI A156.13, Series 1000, Operational Grade 1, Extra-Heavy Duty, Security Grade 2 and be UL10C.

2. Furnish UL or recognized independent laboratory certified mechanical operational testing to 4 million cycles minimum.
3. Provide 9001-Quality Management and 14001-Environmental Management.
4. Fit ANSI A115.1 door preparation
5. Functions and design as indicated in the hardware groups
6. Deadbolt functions shall have 1 inch (25mm) throw bolt made of hardened stainless steel
7. Latchbolt and Deadbolt are to extend into the case a minimum of 3/8 inch (9.5mm) when fully extended
8. Auxiliary deadlatch to be made of one piece stainless steel, permanently lubricated
9. Provide sufficient curved strike lip to protect door trim
10. Lever handles must be of forged or cast brass, bronze or stainless steel construction and conform to ANSI A117.1. Levers that contain a hollow cavity are not acceptable
11. Lock shall have self-aligning, thru-bolted trim
12. Levers to operate a roller bearing spindle hub mechanism
13. Mortise cylinders of lock shall have a concealed internal setscrew for securing the cylinder to the lockset. The internal setscrew will be accessible only by removing the core, with the control key, from the cylinder body.
14. Spindle to be designed to prevent forced entry from attacking of lever
15. Each lever to have independent spring mechanism controlling it
16. Core face must be the same finish as the lockset.

C. Cylindrical Type Locks and Latchsets:

1. Tested and approved by BHMA for ANSI A156.2, Series 4000, Operational Grade 1, Extra-Heavy Duty, and be UL10C listed.
2. Provide 9001-Quality Management and 14001-Environmental Management.
3. Fit modified ANSI A115.2 door preparation.
4. Locksets and cores to be of the same manufacturer to maintain complete lockset warranty
5. Locksets to have anti-rotational studs that are thru-bolted
6. Keyed lever shall not have exposed "keeper" hole
7. Each lever to have independent spring mechanism controlling it
8. 2-3/4 inch (70 mm) backset
9. 9/16 inch (14 mm) throw latchbolt
10. Provide sufficient curved strike lip to protect door trim
11. Outside lever sleeve to be seamless, of one-piece construction made of a hardened steel alloy
12. Keyed lever to be removable only after core is removed, by authorized control key
13. Provide locksets with 7-pin removable and interchangeable core cylinders
14. Hub, side plate, shrouded rose, locking pin to be a one-piece casting with a shrouded locking lug.
15. Locksets outside locked lever must withstand minimum 1400 inch pounds of torque. In excess of that, a replaceable part will shear. Key from outside and inside lever will still operate lockset.
16. Core face must be the same finish as the lockset.
17. Functions and design as indicated in the hardware groups.

D. Exit Devices shall:

1. Tested and approved by BHMA for ANSI 156.3, Grade 1
  2. Provide 9001-Quality Management and 14001-Environmental Management.
  3. Furnish UL or recognized independent laboratory certified mechanical operational testing to 9 million cycles minimum.
  4. Provide a deadlocking latchbolt
  5. Non-fire rated exit devices shall have cylinder dogging.
  6. Touchpad shall be "T" style
  7. Exposed components shall be of architectural metals and finishes.
  8. Lever design shall match lockset lever design
  9. Provide strikes as required by application.
  10. Fire exit devices to be listed for UL10C
  11. UL listed for Accident Hazard
  12. Shall consist of a cross bar or push pad, the actuating portion of which extends across, shall not be less than one half the width of the door leaf.
  13. Provide vandal resistant or breakaway trim
  14. Aluminum vertical rod assemblies are acceptable only when provide with the manufacturers optional top and bottom stainless steel rod guard protectors.
- E. Door Closers shall:
1. Tested and approved by BHMA for ANSI 156.4, Grade 1
  2. UL10C certified
  3. Provide 9001-Quality Management and 14001-Environmental Management.
  4. Closer shall have extra-duty arms and knuckles
  5. Conform to ANSI 117.1
  6. Maximum 2 7/16 inch case projection with non-ferrous cover
  7. Separate adjusting valves for closing and latching speed, and backcheck
  8. Provide adapter plates, shim spacers and blade stop spacers as required by frame and door conditions
  9. Full rack and pinion type closer with 1½" minimum bore
  10. Mount closers on non-public side of door, unless otherwise noted in specification
  11. Closers shall be non-handed, non-sized and multi-sized.
- F. Door Stops: Provide a dome floor or wall stop for every opening as listed in the hardware sets.
1. Wall stop and floor stop shall be wrought bronze, brass or stainless steel.
  2. Provide fastener suitable for wall construction.
  3. Coordinate reinforcement of walls where wall stop is specified.
  4. Provide dome stops where wall stops are not practical. Provide spacers or carpet riser for floor conditions encountered
- G. Kickplates: Provide with four beveled edges ANSI J102, 10 inches high by width less 2 inches on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.
- H. Mop plates: Provide with four beveled edges ANSI J103, 4 inches high by width less 1 inch on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.
- I. Power Supply: UL Listed, Field Selectable 12VDC or 24VDC output. The power supply will specifically designed to support electric locks and access controls. The power supply

uses 115 VAC at 800mA input. The power shall be able to be expanded to four station controls. The filtered and regulated output power is field selectable for 12 or 24 VDC.

1. Fire Alarm/Life Safety emergency release included in power supply if required..
  2. Available options for multiple door options four or more control stations, Adjustable Time delay relay, Battery charging, Battery Back up.
- J. Electric Door Strike: Certified by ANSI/BHMA 156.31, Grade 1. and listed for Burglary Protection ANSI/ UL1034 Grade 1.
1. For General use provide fail-secure electric strike and with fire-rated device.
  2. Listed UL10C for Fire Door assemblies
  3. Latchbolt monitor switch option when specified in hardware sets.
  4. Provide the electric strike in the appropriate model that will accept a 5/8" or 3/4" latchbolt.
- K. Door Position Switch: Provide door position switch for door status monitoring as indicated in hardware sets.
1. At all fired rated doors the door and frames, position switch preparation will be provided by the door and frame manufacturer or by an authorized label service agent.
- L. Seals: All seals shall be finished to match adjacent frame color. Seals shall be furnished as listed in schedule. Material shall be UL listed for labeled openings.
- M. Weatherstripping: Provide at head and jambs only those units where resilient or flexible seal strip is easily replaceable. Where bar-type weatherstrip is used with parallel arm mounted closers install weatherstrip first.
1. Weatherstrip shall be resilient seal of (Neoprene, Polyurethane, Vinyl, Pile, Nylon Brush, Silicone)
  2. UL10C Positive Pressure rated seal set when required.
- N. Door Bottoms/Sweeps: Surface mounted or concealed door bottom where listed in the hardware sets.
1. Door seal shall be resilient seal of (Neoprene, Polyurethane, Nylon Brush, Silicone)
  2. UL10C Positive Pressure rated seal set when required.
- O. Thresholds: Thresholds shall be aluminum beveled type with maximum height of 1/2" for conformance with ADA requirements. Furnish as specified and per details. Provide fasteners and screws suitable for floor conditions.
- P. Silencers: Furnish silencers on all interior frames, 3 for single doors, 2 for pairs. Omit where any type of seals occur.

2.3 FINISH:

- A. Designations used in Schedule of Finish Hardware - 3.05, and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18 including coordination with traditional U.S. finishes shown by certain manufacturers for their products
- B. Powder coat door closers to match other hardware, unless otherwise noted.
- C. Aluminum items shall be finished to match predominant adjacent material. Seals to coordinate with frame color.

2.4 KEYS AND KEYING:

- A. Provide Construction Keying on all cylinders. Construction operating keys shall not be part of the Owner's permanent keying system. Permanent keys (prepared according to the accepted keying schedule) will be furnished to the Owner.
- B. Cylinders shall be Schlage EVEREST D-RESTRICTED KEYWAY to be keyed to owners existing key system per the owners requirements..
- C. Permanent keys. Stamped with the applicable key mark for identification. These visual key control marks or codes will not include the actual key cuts. Permanent keys will also be stamped "Do Not Duplicate."
- D. Provide Concealed Key Control for all cylinders.
- E. Transmit Grand Masterkeys, Masterkeys and other Security keys to Owner by Registered Mail, return receipt requested.
- F. Furnish keys in the following quantities:
  - 1. 1 each Grand Masterkeys
  - 2. 4 each Masterkeys
  - 3. 2 each Change keys each keyed core
  - 4. 10 each Construction masterkeys
- G. The Owner, or the Owner's agent, will install permanent cores and return the construction cores to the Hardware Supplier. Construction cores and keys remain the property of the Hardware Supplier.
- H. Keying Schedule: Arrange for a keying meeting, and programming meeting with Architect Owner and hardware supplier, and other involved parties to ensure locksets and locking hardware, are functionally correct and keying and programming complies with project requirements. Furnish 3 typed copies of keying and programming schedule to Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: Examine doors, frames, related items and conditions under which Work is to be performed and identify conditions detrimental to proper and or timely completion.

1. Do not proceed until unsatisfactory conditions have been corrected.

### 3.2 HARDWARE LOCATIONS:

- A. Mount hardware units at heights indicated in the following publications except as specifically indicated or required to comply with the governing regulations.
  1. Recommended Locations for Builder's Hardware for Standard Steel Doors and Frames, by the Door and Hardware Institute (DHI).
  2. Recommended locations for Architectural Hardware for flush wood doors (DHI).
  3. WDMA Industry Standard I.S.-1A-04, Industry Standard for Architectural wood flush doors.

### 3.3 INSTALLATION:

- A. Install each hardware item per manufacturer's instructions and recommendations. Do not install surface mounted items until finishes have been completed on the substrate. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- B. Conform to local governing agency security ordinance.
- C. Install conforming to ICC/ANSI A117.1 Accessible and Usable Building and Facilities.
  1. Adjust door closer sweep periods so that from the open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing side of the door.
- D. Installed hardware using the manufacturers fasteners provided. Drill and tap all screw holes located in metallic materials. Do not use "Riv-Nuts" or similar products.

### 3.4 FIELD QUALITY CONTROL AND FINAL ADJUSTMENT

- A. Contractor/Installers, Field Services: After installation is complete, contractor shall inspect the completed door openings on site to verify installation of hardware is complete and properly adjusted, in accordance with both the Contract Documents and final shop drawings.
  1. Check and adjust closers to ensure proper operation.
  2. Check latchset, lockset, and exit devices are properly installed and adjusted to ensure proper operation.
    - a. Verify levers are free from binding.
    - b. Ensure latchbolts and dead bolts are engaged into strike and hardware is functioning.
  3. Report findings, in writing, to architect indicating that all hardware is installed and functioning properly. Include recommendations outlining corrective actions for improperly functioning hardware if required.

3.5 SCHEDULE OF FINISH HARDWARE:

**Manufacturer List**

<b><u>Code</u></b>	<b><u>Name</u></b>
BY	By Others
IV	Ives
LC	LCN Closers
LO	Schlage Electronics
NA	National Guard
SC	Schlage
TR	Trimco
VO	Von Duprin

**Finish List**

<b><u>Code</u></b>	<b><u>Description</u></b>
AL	Aluminum
626	Satin Chromium Plated
630	Satin Stainless Steel
SP28	Lacquer Sprayed Aluminum
US28	Aluminum - Clear Anodized

US26D	Chromium Plated, Dull
US32D	Stainless Steel, Dull

**Hardware Sets**

**SET #01 - Exterior Alum**

Doors: D100-1

2	Continuous Hinge	112HD	US28	IV
1	Exit Device	CD 98DT x VR910DT	US26D/32D	VO
1	Exit Device	CD 98NL x VR910NL	US26D/32D	VO
1	Mullion	KR4954	SP28	VO
1	Rim Cylinder	Patented Everest D Keyway ( Exit Trim) GMK	626	SC
2	Mortise Cylinder	Patented Everest D Keyway (Cyl Dogging)GMK	626	SC
1	Mortise Cylinder	Patented Everest D Keyway (KR Mullion) GMK	626	SC
2	Closer	4040 XP SCUSH 30 SHOE SUPPORT 61 STOP	AL	LC
		SPACER		
1	Saddle Threshold	425	AL	NA

NOTE: Balance of Seals By Door Manufacturer.

**SET #02 - Exterior Alum**

Doors: D100-2

2	Continuous Hinge	112HD	US28	IV
1	Mullion	KR4954	SP28	VO
1	Exit Device	CD 98DT x VR910DT	US26D/32D	VO
1	Mortise Cylinder	Patented Everest D Keyway (Cyl Dogging)GMK	626	SC
1	Mortise Cylinder	Patented Everest D Keyway (KR Mullion)GMK	626	SC
2	Closer	4040 XP SCUSH 30 SHOE SUPPORT 61 STOP SPACER	AL	LC
1	Saddle Threshold	425	AL	NA

NOTE: Balance of Seals By Door Manufacturer.

**SET #03 - Interior Alum**

Doors: D100-3, D100-4

2	Continuous Hinge	112HD	US28	IV
2	Dummy Push Bar	350 x VR910DT	US32D	VO
2	Closer	4040 XP SCUSH 30 SHOE SUPPORT 61 STOP SPACER	AL	LC
1	Saddle Threshold	425	AL	NA

**SET #04 - Interior Alum**

Doors: D001-1

2	Continuous Hinge	112HD	US28	IV
1	Mullion	KR4954	SP28	VO
2	Exit Device	CD 98EO	US32D	VO
2	Mortise Cylinder	Patented Everest D Keyway (Cyl Dogging)GMK	626	SC
1	Mortise Cylinder	Patented Everest D Keyway (KR Mullion) GMK	626	SC
2	Closer	4040 XP SCUSH 30 SHOE SUPPORT 61 STOP AL SPACER		LC

NOTE: Seals By Door Manufacturer.

**SET #05 - Interior Office**

Doors: D001-2

1	Continuous Hinge	112HD	US28	IV
1	Lockset	ND80PD Everest D-Restricted Keyway GMK	626	SC
1	Electric Strike	6211AL 24VDC EB FSE	US32D	VO
1	Closer	4040 XP EDA 30 SHOE SUPPORT 61 STOP SPACER	AL	LC
1	Wall Bumper	1270WX	630	TR
1	Surface Mini Box	660-PB		LO
1	Power Supply	PS902 900-BBK		VO
1	Wiring Diagram	WIRING DIAGRAM FURNISHED BY HWDE. SUPPLIER		BY

NOTE: Seals By Door Manufacturer. Operation: Door keyed from the office side. Lever always locked from the office side. Office staff will remotely release electric strike allowing entry in the corridor. Access from the corridor into the office at all times. Electric strike is FAIL SECURE. Upon loss of power electric strike remains locked. Mechanical key override at all times.

**SET #06 - Exterior Fire Pump**

Doors: D222-1

1 Continuous Hinge	112HD	US28	IV
1 Lockset SC	LV9480P 17A EVEREST D-RESTRICTED Less I/S		630
	T-Turn GMK		
1 Closer	4040 XP SCUSH	AL	LC
1 Kickplate	8400 10" x 34" B4E CS	US32D	IV
1 Gasketing	700 NA @ Head & Jambs		NA
1 Door Sweep	200 NA		NA
1 Saddle Threshold	425	AL	NA

## **SECTION 088000 - GLAZING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
  - 1. Doors.
  - 2. Storefront framing.
  - 3. Glazed entrances.

#### **1.3 DEFINITIONS**

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- C. Interspace: Space between lites of an insulating-glass unit.

#### **1.4 COORDINATION**

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

#### **1.5 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

2. Review temporary protection requirements for glazing during and after installation.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Glass Samples: For the following products, in the form of 12-inch- square Samples for glass.
  1. Insulating glass for each designation indicated.
  2. Laminated glass.
- C. Glazing Accessory Samples: For gaskets, sealants, and colored spacers, in 12-inch lengths. Fire rated sealants.
- D. Glazing Schedule: Use same designations indicated on Drawings for glazed openings in preparing a schedule listing glass types and thicknesses for each size opening and location.
- E. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installers and manufacturers of insulating-glass units.
- B. Product Certificates: For glass and glazing products, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for insulating glass and glazing sealants.
  1. For glazing sealants, including fire rated glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.
- D. Preconstruction adhesion and compatibility test report.
- E. Warranties: Special warranties specified in this Section.

#### 1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is approved and certified by coated-glass manufacturer.

- B. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.
- C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- D. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Refer Division 08 Sections "Aluminum Framed Entrances and Storefronts" and "Glazed Aluminum Curtain Walls".
  - 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
  - 1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
  - 2. Use ASTM C 1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
  - 3. Test no fewer than eight Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
  - 4. Schedule enough time for testing and analyzing results to prevent delaying the Work.
  - 5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including the use of specially formulated primers.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written recommendations for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

#### 1.11 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or below 40 deg F.

## 1.12 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form in which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- C. Manufacturer's Special Warranty on Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
  - 1. Warranty Period: 10 years from date of Substantial Completion

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Products: Subject to compliance with requirements, provide Guardian Industries glazing units, or comparable product by one of the following:
  - 1. Viracon.

2. JE Berkowitz.
  3. PPG Industries.
- B. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.
1. Obtain tinted glass from single source from single manufacturer.
  2. Obtain reflective-coated glass from single source from single manufacturer.
- C. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

## 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Delegated Design: Design glass, including comprehensive engineering analysis according to ASTM E 1300 by a qualified professional engineer, using the following design criteria:
1. Design Wind Pressures: As indicated on Drawings.
    - a. Wind Design Data: As indicated on Drawings.
  2. Vertical Glazing: For glass surfaces sloped 15 degrees or less from vertical, design glass to resist design wind pressure based on glass type factors for short-duration load.
  3. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
1. For monolithic-glass lites, properties are based on units with lites of thickness indicated.

2. For laminated-glass lites, properties are based on products of construction indicated.
3. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
4. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F (W/sq. m x K).
5. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
6. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

## 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
  2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
  1. Minimum Glass Thickness for Exterior Lites: Not less than 6.0 mm.
- E. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.

## 2.4 GLASS PRODUCTS

- A. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.

- B. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.
  - 1. For uncoated glass, comply with requirements for Condition A.
  - 2. For coated vision glass, comply with requirements for Condition C (other uncoated glass).
- C. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated
- D. Laminated Glass: ASTM C 1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
  - 1. Construction: Laminate glass with polyvinyl butyral interlayer unless fire-protection or fire-resistance rating is based on another product.
  - 2. Interlayer Thickness: Provide thickness as needed to comply with requirements.
  - 3. Interlayer Color: Clear unless otherwise indicated

## 2.5 INSULATING-GLASS UNITS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.
  - 1. Sealing System: Dual seal, with manufacturer's standard primary and secondary.
  - 2. Spacer Specifications: Manufacturer's standard spacer material and construction.
- B. Glass: Comply with applicable requirements in "Glass Products" Article as indicated by designations in "Insulating-Glass Types" Article.

## 2.6 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  - 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.

3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.
- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 790.
    - b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
    - c. May National Associates, Inc.; Bondaflex Sil 290.
    - d. Pecora Corporation; 890.
    - e. Sika Corporation, Construction Products Division; SikaSil-C990.
    - f. Tremco Incorporated; Spectrem 1.
- C. Fire-Resistant Glazing Materials: Materials used to obtain required fire-resistant rating, as approved by glass manufacturer.

## 2.7 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

## 2.8 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

## 2.9 GLAZING GASKETS

- A. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EPDM, silicone, or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.
  - 1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

## 2.10 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
  - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep systems.
  - 3. Minimum required face and edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that will leave visible marks in the completed work.

### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches as follows:
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- J. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

- K. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- L. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.7 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

### 3.8 MONOLITHIC-GLASS TYPES - SCHEDULE

- A. Clear fully tempered float glass.
  - 1. Thickness: 1/4 inch.
  - 2. Provide safety glazing labeling.

B. Laminated Glass:

1. Thickness: Minimum 1 inch.

3.9 INSULATING-GLASS TYPES - SCHEDULE

A. Glass Type I: Guardian Industries SN 68:

1. Overall Unit Thickness: 1 inch.
2. Thickness of Each Glass Lite: 1/4 inch.
3. Outdoor Lite: Guardian SunGuard, SuperNeutral 68 on Clear.
4. Interspace Content: 1/2 inch air space.
5. Indoor Lite: Clear Heat Strengthened glass.
6. Winter Nighttime U-Factor: 0.29 percent maximum.
7. Summer Daytime U-Factor: 0.28 maximum.
8. Visible Light Transmittance: 68 percent minimum.
9. Solar Heat Gain Coefficient: 0.38 maximum.

END OF SECTION 088000

## **SECTION 092216 - NON-STRUCTURAL METAL FRAMING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
  - 2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Evaluation Reports: For dimpled steel studs and runners, and firestop tracks, from ICC-ES.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

#### **2.2 FRAMING SYSTEMS**

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  2. Protective Coating: ASTM A 653/A 653M, G40, hot-dip galvanized unless otherwise indicated.
- B. Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners.
1. Steel Studs and Runners:
    - a. Minimum Base-Metal Thickness: Per UL Design Standards, or indicated on Drawings. (20 Gauge)
    - b. Depth: As indicated on Drawings.
  2. Dimpled Steel Studs and Runners:
    - a. Minimum Base-Metal Thickness: Per UL Design Standards, or indicated on Drawings. (20 Gauge)
    - b. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
  2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch-deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
  3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
    - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) ClarkDietrich Building Systems; SLP-TRK Slotted Deflection Track.
      - 2) MBA Building Supplies; FlatSteel Deflection Track or Slotted Deflecto Track.
      - 3) Steel Network Inc. (The); VertiClip SLD or VertiTrack VTD Series.
      - 4) Superior Metal Trim; Superior Flex Track System (SFT).
      - 5) Telling Industries; Vertical Slip Track or Vertical Slip Track II.
- D. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Fire Trak Corp.; Fire Trak System.
  - b. Grace Construction Products; FlameSafe FlowTrak System.
  - c. Metal-Lite, Inc.; The System.
  
- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
  1. Minimum Base-Metal Thickness: Per UL Design Standards, or indicated on Drawings.
  
- F. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch- wide flanges.
  1. Depth: As indicated on Drawings.
  2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch- thick, galvanized steel.
  
- G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
  1. Minimum Base-Metal Thickness: Per UL Design Standards, or indicated on Drawings.
  2. Depth: As indicated on Drawings.
  
- H. Resilient Furring Channels: 1/2-inch- deep, steel sheet members designed to reduce sound transmission.
  1. Configuration: Asymmetrical or hat shaped.
  
- I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch- wide flanges.
  1. Depth: As indicated on Drawings.
  2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch.
  3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch- diameter wire.
  
- J. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-metal thickness of 0.018 inch, and depth required to fit insulation thickness indicated.

## 2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch- diameter wire.
  
- B. Hanger Attachments to Concrete:

1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
    - a. Type: Cast-in-place anchor, designed for attachment to concrete forms Postinstalled, chemical anchor, or Postinstalled, expansion anchor.
  2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- D. Flat Hangers: Steel sheet, in size indicated on Drawings.
- E. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch and minimum 1/2-inch- wide flanges.
1. Depth: As indicated on Drawings.
- F. Furring Channels (Furring Members):
1. Cold-Rolled Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch- wide flanges, 3/4 inch deep.
  2. Steel Studs and Runners: ASTM C 645.
    - a. Minimum Base-Metal Thickness: Per UL Design Standards, or indicated on Drawings.
    - b. Depth: As indicated on Drawings.
  3. Dimpled Steel Studs and Runners: ASTM C 645.
    - a. Minimum Base-Metal Thickness: Per UL Design Standards, or indicated on Drawings.
    - b. Depth: As indicated on Drawings.
  4. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.
    - a. Minimum Base-Metal Thickness: Per UL Design Standards, or indicated on Drawings.
  5. Resilient Furring Channels: 1/2-inch- deep members designed to reduce sound transmission.
    - a. Configuration: Asymmetrical or hat shaped.

- G. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Armstrong World Industries, Inc.; Drywall Grid Systems.
    - b. Chicago Metallic Corporation; Drywall Grid System.
    - c. USG Corporation; Drywall Suspension System.

## 2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
  - 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
  - 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.
- B. Coordination with Sprayed Fire-Resistive Materials:

1. Before sprayed fire-resistive materials are applied, attach offset anchor plates or ceiling runners (tracks) to surfaces indicated to receive sprayed fire-resistive materials. Where offset anchor plates are required, provide continuous plates fastened to building structure not more than 24 inches o.c.
2. After sprayed fire-resistive materials are applied, remove them only to extent necessary for installation of non-load-bearing steel framing. Do not reduce thickness of fire-resistive materials below that required for fire-resistance ratings indicated. Protect adjacent fire-resistive materials from damage.

### 3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
  1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
  1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.

- b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
    - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
  5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
  6. Curved Partitions:
    - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
    - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.
- E. Direct Furring:
  1. Screw to wood framing.
  2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- F. Z-Furring Members:
  1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-furring members spaced 24 inches o.c.
  2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
  3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.
- G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

### 3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
    - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
    - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
  - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 5. Do not attach hangers to steel roof deck.
  - 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
  - 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
  - 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- F. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

- G. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

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## **SECTION 092900 - GYPSUM BOARD**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Interior gypsum board.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For the following products:
  - 1. Trim Accessories: 12-inch long samples of each trim accessory indicated.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

#### **1.5 FIELD CONDITIONS**

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

### 2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

### 2.3 INTERIOR GYPSUM BOARD

- A. Basis of Design Product: Subject to compliance with requirements, provide products as manufactured by USG Corporation, or comparable product by one of the following:
  - 1. CertainTeed Corp.
  - 2. Georgia-Pacific Gypsum LLC.
  - 3. Lafarge/Continental Building products.
  - 4. National Gypsum Company.
- B. Gypsum Wallboard: ASTM C 1396/C 1396M.
  - 1. Thickness: As indicated
  - 2. Long Edges: Tapered.
- C. Gypsum Board, Type X: ASTM C 1396/C 1396M.
  - 1. Thickness: As indicated
  - 2. Long Edges: Tapered.
- D. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
  - 1. Thickness: 1/2 inch.
  - 2. Long Edges: Tapered.
- E. Abuse-Resistant Gypsum Board: ASTM C 1629/C 1629M, Level 3 – Impact Resistant.
  - 1. Core: Fiberglass mesh, 5/8 inch, Type X.
  - 2. Long Edges: Tapered.
  - 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

- F. Moisture- and Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.

1. Core: 5/8 inch, Type X.
2. Long Edges: Tapered.

## 2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
2. Shapes:
  - a. Cornerbead.

- B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Fry Reglet Corp.
  - b. Gordon, Inc.
  - c. Pittcon Industries.
2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.
3. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

## 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.

- B. Joint Tape:

1. Interior Gypsum Wallboard: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.

- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.

- a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.

## 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  1. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Isolation Strip at Exterior Walls: Provide one of the following:
  1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
  2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.
- J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

A. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing, unless otherwise indicated.
2. On partitions/walls, apply gypsum panels vertically (parallel to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
  - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
  - b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.
3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

B. Multilayer Application:

1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
4. Fastening Methods: Fasten base layers with screws; fasten face layers with adhesive and supplementary fasteners.

- C. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners, unless otherwise indicated.
- D. Aluminum Trim: Install in locations indicated on Drawings.

### 3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  - 2. Level 2: Where indicated on Drawings.
  - 3. Level 3: Where indicated on Drawings.
  - 4. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
  - 5. Level 5: Where indicated on Drawings.
    - a. Primer and its application to surfaces are specified in other Division 09 Painting Sections.
- E. Maximum variation of finished gypsum board surface from true flatness: 1/8 inch in 10 feet in any direction.

### 3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

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## **SECTION 095120 - ACOUSTICAL TILE CEILINGS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes acoustical tiles and concealed suspension systems for ceilings.

#### **1.2 SUBMITTALS**

- A. Product Data: For each product indicated.
- B. Coordination Drawings: Drawn to scale and coordinating penetrations and ceiling-mounted items. Show the following:
  - 1. Ceiling suspension assembly members.
  - 2. Method of attaching hangers to building structure.
  - 3. Size and location of initial access modules for acoustical tile.
  - 4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
- C. Samples: For each acoustical tile, for each concealed suspension system member and for each color and texture required.
- D. Product test reports.
- E. Research/evaluation reports.
- F. Maintenance data.

#### **1.3 QUALITY ASSURANCE**

- A. Acoustical Testing Agency Qualifications: An independent testing laboratory or an NVLAP-accredited laboratory.
- B. Fire-Test-Response Characteristics:
  - 1. Fire-Resistance Ratings: Where indicated, provide acoustical tile ceilings identical to those of assemblies tested for fire resistance per ASTM E 119 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Ratings are indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another testing and inspecting agency.
    - a. Identify materials with appropriate markings of applicable testing and inspecting agency.

2. Surface-Burning Characteristics: Acoustical tiles complying with ASTM E 1264 for Class A materials, when tested per ASTM E 84.
  - a. Smoke-Developed Index: 450 or less.

C. Seismic Standard: Comply with the following:

1. ASTM E 580.
2. CISCA's "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings--Seismic Zones 0-2."
3. CISCA's "Guidelines for Seismic Restraint of Direct-Hung Suspended Ceiling Assemblies--Seismic Zones 3 & 4."
4. UBC Standard 25-2.

#### 1.4 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Acoustical Ceiling Units: Full-size units equal to 2.0 percent of quantity installed.
2. Suspension System Components: Quantity of each concealed grid and exposed component equal to 2.0 percent of quantity installed.

### PART 2 - PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURERS

A. Type and Manufacturer: Acoustical tile ceilings have been specified around standard products as manufactured by: Armstrong Ceiling Systems.

B. Other Acceptable Manufacturers:

1. USG Corporation
2. Illbruck
3. International Cellulose Corporation

#### 2.2 GENERAL

A. Acoustical Tile Standard: Comply with ASTM E 1264.

B. Metal Suspension System Standard: Comply with ASTM C 635.

C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated.

1. Anchors in Concrete: Expansion anchors fabricated from corrosion-resistant materials, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing per ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.
  2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.
- D. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel wire; ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
1. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch diameter wire.
- E. Seismic struts and seismic clips.
- F. Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that fit acoustical tile edge details and suspension systems indicated; formed from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.

### 2.3 ACOUSTICAL TILES – General

- A. Products: based on Armstrong, non-directional, fine-fissured, BP824 series.
  1. As manufactured by Armstrong World Industries
- B. Classification: fine-fissured, Class A
- C. Color: White
- D. LR: Not less than .85
- E. NRC: 0.55
- F. CAC: 35
- G. Edge Detail: Square
- H. Thickness: 5/8 inch
- I. Size: 24 by 48 inches
- J. Grid: 15"/16" Prelude XL

## 2.4 METAL SUSPENSION SYSTEM

### A. Products:

1. Prelude XL 15/16" exposed tee, square lay-in

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Install acoustical tile ceilings to comply with ASTM C 636 and seismic requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders.
- C. Suspend ceiling hangers from building's structural members, plumb and free from contact with insulation or other objects within ceiling plenum. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers, use trapezes or equivalent devices.
  1. Do not support ceilings directly from permanent metal forms or floor deck; anchor into concrete slabs.
  2. Do not attach hangers to steel deck tabs or to steel roof deck.
- D. Install edge moldings and trim at perimeter of acoustical tile ceiling area and where necessary to conceal edges of acoustical units. Screw attach moldings to substrate with concealed fasteners at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet . Miter corners accurately and connect securely.
- E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension system flanges into kerfed edges so tile-to-tile joints are closed by double lap of material. Fit adjoining tile to form flush, tight joints. Scribe and cut tile for accurate fit at borders and around penetrations through tile. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tile and moldings, spaced 12 inches o.c.

**END OF SECTION 095120**

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## **SECTION 096519 - RESILIENT TILE FLOORING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Vinyl composition floor tile.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each type of floor tile. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
  - 1. Show details of special patterns.
- C. Samples for Verification: Full-size units of each color and pattern of floor tile required.
- D. Product Schedule: For resilient products. Use same designations indicated on Drawings.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer.

#### **1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

#### **1.6 MATERIALS MAINTENANCE SUBMITTALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Floor Tile: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation indicated.
- B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  1. Build mockups for floor tile including resilient base and accessories.
    - a. Size: Minimum 100 sq. ft. for each type, color, and pattern in locations directed by Architect.
  2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile, resilient base, and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

#### 1.9 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile and resilient base during the following time periods:
  1. 48 hours before installation.
  2. During installation.
  3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.1 VINYL COMPOSITION FLOOR TILE

- A. Refer to Finish Schedule on Drawings for manufacturers, products, styles, and colors.

### 2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective liquid floor polish products as recommended by manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
  - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
  - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles and resilient base until they are same temperature as space where they are to be installed.
  1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

### 3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  1. Lay tiles in pattern indicated.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
  1. Lay tiles in pattern of colors and sizes indicated.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color

and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.

- H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### 3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from floor tile surfaces before applying liquid floor polish.
  - 1. Apply floor polish in accordance with manufacturer's recommendations.
- E. Cover floor tile until Substantial Completion.

END OF SECTION 096519

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## **SECTION 210170: FIRE SUPPRESSION SPRINKLER AND STANDPIPE SYSTEMS**

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Codes and Standards listed below, apply to work indicated on the drawings and in the specifications.
  - 1. National Fire Protection Association (NFPA)
  - 2. Delaware State Fire Prevention Regulations
  - 3. American National Standards Institute (ANSI)
  - 4. American Society for Testing Materials (ASTM)
  - 5. National Electrical Manufacturer's Association (NEMA)
  - 6. Underwriters' Laboratories (UL)

#### 1.2 SUMMARY

- A. This Section includes fire-suppression sprinklers, piping, and equipment for the following building systems:
  - 1. Wet-pipe, fire-suppression sprinkler systems, including piping, valves, specialties and automatic sprinklers.
  - 2. Wet-pipe, horizontal standpipe system including piping, fire hose valves, valves, and specialties.
  - 3. Contractor shall provide schedule and location of all fire hose valve cabinets on sprinkler drawings regardless of which trade procures or installs them.
- B. Additional work includes, but is not limited to the following:
  - 1. Obtain and pay for all permits, licenses, approvals, reviews, utility shutdowns, water flow testing, pressure tests and acceptance inspections.
  - 2. Pipe sleeves through floors, walls and structural elements of the building, set in coordinated locations. Penetrations created in fire rated walls and floors, shall have their smoke stopping and fire rating integrity restored with the use of fire tested, U.L. listed details, that have prior approval of the local Fire Prevention Bureau.
  - 3. All cutting, coring and patching of general construction as necessary for installation of the work specified.
  - 4. Coordinated working drawings and hydraulic calculations from water flow test data less than one year old; submit and obtain approval by the local Fire Prevention Bureau and Owner's Insurance Underwriter, and State Fire Marshal.

5. Clean-up, on a daily basis, of all debris associated with the installation of this work, as necessary to maintain the premises in a broom swept condition.
  6. Testing, adjusting, retesting, re-adjusting as may be required to obtain system acceptance by the local Fire Prevention Bureau, Owner's Insurance Underwriter, State Fire Marshal and Owner's Representative. Fire Protection Contractor shall remain responsible for the fire protection systems until all approvals are obtained.
  7. Provide equipment manuals, record drawings, valve tag schedules and personnel instruction, prior to system turnover to the Owner.
  8. Provide fire protection on all floors during construction, utilizing temporary standpipes or fire extinguishers, according to the requirements of the authority having jurisdiction.
  9. Performance of all work specified in this Section shall be in compliance with the requirements of the Occupational Safety and Health Act and Construction Safety Standards.
- C. The work in this Section includes providing all labor, materials, specialty products testing and services for, and reasonably incidental to, the satisfactory completion of the Fire Protection systems, as indicated on the Contract Drawings, in the Specification Sections, and as required by the applicable Codes and Standards.
- D. The following related work is specified in other Divisions and Sections of the specification.
1. Electrical power supply to water flow switches, tamper switches and electrical.
  2. Fire extinguishers and cabinets.
- E. Related Sections include the following:
1. Division 26 Section "Fire Alarm Systems" for alarm devices not in this Section.
  2. Division 10 Section "Fire Protection Specialties" for cabinets and fire extinguishers.
  3. Division 7 Section "Fire Stopping"
- 1.3 DEFINITIONS AND INTERPERTATIONS
- A. Specific terminology used in the Design Drawings and Specifications shall have the following meanings;
1. "Piping" includes pipe, fittings, flanges, valves, controls, hangers, supports, vents, drains and other customarily required items required in connection with the transfer of gases and fluids.
  2. "Install" includes unloading at the delivery point for the project and performing all tasks necessary to establish a secure mounting and correct operation, for items and assemblies furnished by other trades or the Owner.

3. "Furnish" includes purchase and delivery to the project site, of items and assemblies, complete with every necessary appurtenance.
  4. "Provide" shall mean "Furnish and Install"
  5. "Concealed" when used in connection with the installation of piping, shall mean hidden from view behind chases, furred spaces, pipe shafts, or above suspended ceilings.
  6. "Concealed Combustible Spaces" shall be as defined in NFPA#13, Section 4-13.1.1, where the inside or near edges of combustible framing members is greater than 6", for roof trusses, floor joists, rated floor/ceiling assemblies, rated roof assemblies, wall studs, soffit or blind space framing.
  7. "Contractor" shall mean the Fire Protection contractor and his vendors, fabricators or subcontractors.
  8. "Design Drawings" shall mean documents, including drawings and written specifications, prepared by the Architects and Engineers, to obtain building permits and competitive bid proposals from contractors, for construction of the specified fire protection systems.
  9. "Working Plans" shall mean documents, including calculations, drawings and material specifications prepared by the fire protection contractor, according to NFPA#13, for obtaining approval from the authority having jurisdiction, Owner's insurance underwriter, Architect/Engineer and the State Fire Marshal.
  10. "NPS" shall mean nominal pipe size, in inches.
  11. "CPVC" shall mean Chlorinated polyvinyl chloride plastic.
  12. "Owner" shall mean Red Clay School District.
  13. "Architect" shall mean the Architect of Record as denoted in this package.
  14. "Engineer" shall mean the Engineer of Record as denoted in this package.
  15. "UL" means Underwriter's Laboratories
  16. "Sprinkler System" shall mean piping and sprinklers under the individual control of a supervised control valve, with provisions for alarm annunciation, alarm testing and system drainage.
  17. Reference applicable NFPA Standards for additional definitions that shall apply to work under this Section.
- B. The use of the Design Drawings and Specifications by the contractor, for Bid Proposal and Working Drawing preparation, shall include the following understandings:

1. The information included in the drawings and specifications is given as a guide only, to indicate general design feasibility and to show an acceptable arrangement of system zones, system types, sprinkler positions, main piping location and equipment layout.
2. The design drawings utilize symbols and diagrams to indicate required work, representing only the sequence of items to be installed, which have no dimensional significance and do not indicate every required item to be provided. The work shall be installed in accordance with the diagrammatic intent expressed on the drawings, in conformity with the dimensions indicated on the final architectural and structural working drawings, and final equipment shop drawings. Information regarding general construction shall be derived only from the Architectural and Structural Design Drawings and Specifications.
3. The drawings and specifications are complementary and are to be utilized together for a complete interpretation of the work intended. The higher capacity or standard shall be provided, where conflicts between the drawings and specifications, or conflicts within themselves, occur.
4. The limitations of the language used on the drawings and specifications shall not be interpreted as meaning that accessories and appurtenances, required for completion of work, are to be excluded. The description of any item, on the drawings or in the specifications or both, requires the installation of all it's necessary components for approved, satisfactory operation. These drawings do not indicate sprinkler head locations. The Contractor shall reference the architectural reflected ceiling plans. The intent is to establish an architecturally acceptable arrangement of sprinklers with other ceiling elements including lights, diffusers, speakers etc., to be repeated in similar areas. Provide sprinklers according to the NFPA#13 occupancy hazard classification and spacing rules, for unfinished ceiling area.
5. Submission of a bid proposal requires the contractor to review all project documents and visit the construction site, to be thoroughly familiar with all requirements for the project, and identify in his bid, conditions that may affect the efficient and satisfactory performance of the work. Claims for additional compensation shall be denied if the above procedures are not followed and the disputed conditions may have been identified by the completion of these required tasks.
6. The information shown on the design drawings and written in the specifications shall not be interpreted as to instruct the contractor to not follow the applicable codes or local amendments. Where the information provided is believed not to be in conformance with the code requirements, the contractor shall notify the Architect and Engineer for clarification prior to the submission of his bid proposal.
7. References to providing sprinklers per the NFPA#13 Standard mandates that all building areas shall be provided with complete, full sprinkler protection, unless specific notation is made to the contrary on the drawings or in the specification.
8. References in this Specification to NFPA Standards as design and installation guidance of fire protection systems, invoke all of the Sections, Subsections,

Exceptions and Advisory Provisions of the Standard that are applicable to the Project's requirements; they are hereby included in this Specification as if repeated in their entirety, and are referenced to convey the minimum acceptable performance and installation requirements acceptable.

#### 1.4 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design sprinkler system piping according to the following requirements and obtain approval from authorities having jurisdiction, Owner's insurance underwriter, Architect, Engineer and State Fire Marshal. Refer to Section 1.7 QUALITY ASSURANCE, paragraph I., Working Plans and Hydraulic Calculations, and Section 3.1 PREPARATION WORKING OF PLANS, for additional system performance related design requirements.
- B. Design sprinkler system piping according to the following:
1. Include 10 psi cushion pressure as a margin of safety in available water flow and pressure calculations.
  2. Include losses from point of connection to city watermain, through water-service entrance, backflow preventer, sprinkler system piping, including all valves, fittings and devices.
  3. Maximum piping velocity shall be limited to 20 fps.
  4. Sprinkler Occupancy Hazard Classifications shall be as follows:
    - a. Classrooms, Art Rooms, Music Rooms, Multi-Purpose Room: Light Hazard
    - b. Offices, Corridors, Toilet rooms, Locker rooms, Public Areas, Cafeteria Seating Areas: Light Hazard
    - c. Building Service Areas, Kitchen, Janitor's Closets, Electrical and Telephone Equipment Rooms and Closets, Mechanical Equipment Rooms: Ordinary Hazard, Gp. 1.
    - d. General Storage Areas, Stage Loading Docks: Ordinary Hazard, Gp. 1.
    - e. Combustible construction and Combustible concealed spaces: Light Hazard.
    - f. All other occupancies and hazards not noted, shall be in accordance with NFPA.
  5. Minimum Density for Automatic-Sprinkler Piping Design shall be as follows:
    - a. Light Hazard Occupancy: 0.10 gpm over 1500-sq. ft. area unless otherwise indicated on drawing data schedule.
    - b. Ordinary Hazard, Group 1 Occupancy: 0.15 gpm over 1500-sq. ft. area unless otherwise indicated on drawing data schedule.

- c. Ordinary Hazard, Group 2 Occupancy: 0.20 over 1,500 sq. ft. area unless otherwise indicated on drawing data schedule.
  - d. Combustible construction and Combustible concealed spaces: 0.10 gpm over 1500-sq. ft. area unless otherwise indicated on drawing data schedule.
  - e. Special Occupancy Hazard: As determined by authorities having jurisdiction.
- C. Components and Installation shall be capable of producing piping systems with 175-psig minimum working-pressure rating, unless otherwise indicated.
- 1.5 STANDPIPE SYSTEM PERFORMANCE REQUIREMENTS
- A. Design Class I horizontal fire standpipe system piping according to the following requirements and obtain approval from authorities having jurisdiction, Owner's insurance underwriter, Architect, Engineer and State Fire Marshal. Refer to Section 1.7 QUALITY ASSURANCE, paragraph I., Working Plans and Hydraulic Calculations, and Section 3.1 PREPARATION WORKING OF PLANS, for additional system performance related design requirements.
- B. Design fire standpipe system piping according to the following:
- 1. Design shall be in accordance with NFPA 14 and the Delaware State Fire Prevention Regulations.
  - 2. Include losses from the fire department connection, including all valves including hose valves, fittings and devices.
  - 3. Maximum piping velocity shall be limited to 20 fps.
  - 4. Classification: Class I Wet Horizontal Standpipe (supplied by fire department at system fire department connection.)
  - 5. Minimum standpipe flow and pressure to be as follows:
    - a. A flow 250 gpm at the three most hydraulically remote hose connections on the most remote standpipe.
    - b. A flow of 250 gpm for each additional standpipe at the top most hose station.
    - c. A maximum flow of 1250 GPM total (1000 gpm for a fully sprinklered facility).
    - d. A minimum of 100 psi at the most remote hose valve while flowing system demand.
    - e. The system shall be hydraulically designed so that the required system pressure does not exceed 175 psi at any point in the system.
- C. Components and Installation shall be capable of producing piping systems with 175-psig minimum working-pressure rating, unless otherwise indicated.

## 1.6 SUBMITTALS

- A. The contractor shall provide Submittals according to Section 15010, with all required drawings, calculations and product data for complete review of the proposed system installation submitted at the same time. Incomplete submittals shall be returned unreviewed. When resubmittals are required, all changes from the original submittal shall be clearly identified with revision triangles and clouds.
- B. Product Data shall be provided for the following:
  - 1. Pipe and fitting materials and methods of joining for sprinkler piping.
  - 2. Pipe hangers and supports.
  - 3. Valves, including specialty valves, accessories, and devices.
  - 4. Alarm devices. Include electrical data.
  - 5. Fire department connections. Include type; number, size, and arrangement of inlets; caps and chains; size and direction of outlet; escutcheon and marking; and finish.
  - 6. Sprinklers, escutcheons, and guards. Include sprinkler flow characteristics, mounting, finish, and other pertinent data.
  - 7. Fire stopping product materials and U.L. listed installation details for penetrations of fire-rated walls and floors.
  - 8. Fire hose station equipment including hose valves, hose adapters and hose cabinets.
- C. Fire-Hydrant Flow Test has been executed for the project on 12/4/2014 and data is recorded on the drawings.
- D. Sprinkler Piping Drawings: Working plans and hydraulic calculations, shall be prepared according to NFPA #13, and submitted to the authorities having jurisdiction, Owner's insurance agent, Architect, Engineer, and State Fire Marshal for approval.
- E. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA #13. Include "Contractor's Material and Test Certificate for Aboveground Piping" and "Contractor's Material and Test Certificate for Underground Piping."
- F. Maintenance Data: shall be submitted for each type of sprinkler component and specialty, and included in the maintenance manuals, specified in Division 1.
- G. Record Drawings: Refer to Division 1 for requirements. An up to date set of working drawings shall be kept at the site to record minor change in the intended system installation, as as-built conditions. Provide the required copies of final working drawings, corrected to show all as-built conditions, to the Owner, and the Owner's insurance agent upon completion of the project.



- e. Hydraulically most remote design area(s) with hydraulic nodes on plans corresponding to hydraulic calculations.
2. Provide hydraulic calculations utilizing Hazen-Williams formula for determining piping friction losses, to prove the intended design, according to the requirements NFPA 13 and NFPA 14, using "C" values therein, which include the following:
    - a. Each type of pipe and joining method to be used, including weight, schedule, wall thickness, exact internal diameters, wall thicknesses and corrosion resistance ratio (CRR), for pipes other than Sch. 40.
    - b. The K-factor, orifice diameter, and minimum operating pressure required, for each flowing sprinkler in the hydraulically most remote area(s), according to the worst case requirements of either NFPA 13, the local Fire Dept., or the appropriate approval/U.L. listing pressure required, to deliver the required minimum water distribution. Flows shall be calculated to the nearest 1/10 gallon.
    - c. Piping friction losses calculated to the nearest foot for all pipe lengths over (1) foot; all vertical lengths shall be included to show loss or gain of elevation pressures. Pressures shall be calculated to the nearest 1/100 psi.
    - d. Pressure losses for dry valves, deluge valves, backflow preventers etc., shall be clearly indicated as a device, and expressed as additional feet of pipe.
    - e. Velocity in all piping to be less than 20 feet per second. Velocity pressure may be ignored in hydraulic calculations.
    - f. Provide hydraulic calculations in an "easily reviewable" format, similar to the traditional NFPA 13 presentation, including the name of the hydraulic calculation program used, if applicable. The order of entry shall follow the flow of water from the most remote design sprinkler back to the riser, with flows added and subtracted at the cross main; order entry based upon only a sequential ordering of the node numbers, which could result in jumps from one pipe segment to a disjunct segment, is not "easily reviewable", and therefore is not an acceptable submittal format.
    - g. All notes in the hydraulic calculations corresponding to the calculated results shall be clearly identified on the plans, including the site plan.

## 1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Sprinkler Cabinets: Finished, wall-mounting steel cabinet and hinged cover, with space spare sprinklers plus sprinkler wrench. Include the minimum number of each type of sprinkler in the project, as required by NFPA 13.

## 1.9 LEAK DAMAGE

- A. The fire protection contractor shall be responsible during the installation and testing of the sprinkler system(s), for damage to building, it's contents, the work of other trades etc., caused by leaks or overflow from equipment, defective valves, disconnected or unplugged pipes, fittings etc., and shall pay for the repair or replacement of work or facilities damaged by such leaks.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Specialty Valves and Devices:
    - Vicatulic Corp. of America
    - Tyco Fire Suppression & Building Products
    - Reliable Automatic Sprinkler Co., Inc.
    - Viking Corp.
  - 2. Water-Flow Indicators and Supervisory Switches:
    - Tyco Fire Suppression & Building Products
    - Potter Electric Signal Co.
    - Reliable Automatic Sprinkler Co., Inc.
    - Viking Corp.
  - 3. Sprinkler, Drain and Alarm Test Fittings:
    - Tyco Fire Suppression & Building Products
    - Fire-End and Croker Corp.
    - Victaulic Co. of America.
    - AFG Manufacturing
  - 4. Sprinkler, Branch-Line Test Fittings:
    - Elkhart Brass Mfg. Co., Inc.
    - Fire-End and Croker Corp.
    - Smith Industries, Inc.; Potter-Roemer Div.
    - AFG Manufacturing

5. Sprinkler, Inspector's Test Fittings:

Fire-End and Croker Corp.  
G/J Innovations, Inc.  
Triple R Specialty of Ajax, Inc.  
AFG Manufacturing

6. Fire Department Connections:

Potter-Roemer  
Elkhart Brass Mfg. Co., Inc.  
Fire-End and Croker Corp.  
Tyco Fire Suppression & Building Products  
Guardian Fire Equipment, Inc.  
Reliable Automatic Sprinkler Co., Inc.

7. Sprinklers:

Tyco Fire Suppression & Building Products  
Reliable Automatic Sprinkler Co., Inc.  
Viking Corp.  
Victaulic Co. of America

8. Fire Dept. Hose Valves & Cabinets:

Potter-Roemer  
Elkhart  
Fire-End and Croker Corp.

9. Fire-Protection-Service Valves:

Tyco Fire Suppression & Building Products  
Central Sprinkler Corp.  
Nibco, Inc.  
Stockham Valves & Fittings, Inc.  
Victaulic Co. of America.

10. Keyed Couplings for Steel Piping: (Grooved Fittings)

Tyco Fire Suppression & Building Products  
Victaulic Co. of America.  
Viking Corp.

11. Fire Protection Backflow Prevention Valve Assemblies (including RPZ Type).

Ames Fire & Waterworks  
Watts Regulator Company  
Apollo Valves (Conbraco)

## 2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials in specific fire protection services. All piping shall be permanently marked continuously along its length by the manufacturer, properly identifying the type of pipe. All fittings shall be stamped or embossed by the manufacturer, indicating the size, pressure rating, and U.L. listing or F.M. approval.

## 2.3 PIPES AND TUBES

- A. Standard-Weight Steel Pipe: ANSI/ASTM A 53, ASTM A 135, or ASTM A 795; Schedule 40 in NPS 6 and smaller, and Schedule 30 in NPS 8 and larger, may be joined with threads or cut-groove couplings and fittings, for pressures up to 300 psi.
- B. Schedule 30 Steel Pipe: ASTM A 135 or ASTM A 795, with wall thickness less than Schedule 40 and equal to or greater than Schedule 30, or ASTM A 795 and ASME B36, 10M, Schedule 30 wrought-steel pipe, may be joined by welding or roll-groove couplings and fittings, for pressures up to 300 psi.
- C. Schedule 10 Steel Pipe: ASTM A 135 Schedule 10 in NPS 5 and smaller and NFPA #13 specified wall thickness in NPS 6 to NPS 10, may be joined by welding or roll-groove couplings and fittings, for pressures up to 300 psi. (DESIGNER NOTE: FURLOW ASSOCIATES, INC. STANDARD IS NOT TO PERMIT "THINWALL/SCHEDULE 10 UNLESS CLIENT REQUESTS, CLIENT STANDARD, ETC.)

## 2.4 CPVC PLASTIC PIPE

- A. PIPE: 3" and smaller - Postchlorinated polyvinyl chloride (CPVC) pipe manufactured by R&G Sloane or Spears using B F Goodrich "Blazemaster" plastic resins. The fire sprinkler pipe shall be manufactured to ASTM standard F442, with a Standard dimensional ratio (SDR) of 13.5, UL listed.
- B. FITTINGS: Postchlorinated polyvinyl chloride (CPVC) fittings manufactured by R&G Sloane or Spears using B F Goodrich "Blazemaster" plastic resins. The fire sprinkler pipe fitting shall be manufactured to ASTM standard F438 (Schedule 40 fittings) and F439 (Schedule 80 fittings), both UL approved.
- C. UNIONS: Postchlorinated polyvinyl chloride (CPVC) union fitting manufactured by R&G Sloane or Spears using B F Goodrich "Blazemaster" plastic resins with Viton O-Ring seal. The fire sprinkler pipe fitting shall be manufactured to ASTM standard F438 (Schedule 40 fittings) and F439 (Schedule 80 fittings), both UL approved.  
  
Postchlorinated polyvinyl chloride (CPVC) Grooved Coupling Adapter fitting manufactured by R&G Sloane or Spears using B F Goodrich "Blazemaster" plastic resins. The fire sprinkler pipe fitting shall be manufactured to ASTM standard F438 (Schedule 40 fittings) and F439 (Schedule 80 fittings), both UL approved.
- D. FLANGES: Postchlorinated polyvinyl chloride (CPVC) Flange fitting manufactured by R&G Sloane or Spears using B F Goodrich "Blazemaster" plastic resins. The fire

sprinkler pipe fitting shall be manufactured to ASTM standard F438 (Schedule 40 fittings) and F439 (Schedule 80 fittings), both UL approved.

- E. TRANSITION The transition between steel pipe to plastic pipe shall be made with a Grooved Coupling Adapter on the plastic and a roll groove on the metal pipe in accordance with Victaulic's specifications for roll grooving pipe. Transition for sprinkler head shall be made with approved sprinkler head fitting with brass thread insert, such as sprinkler head 90° ell, female sprinkler head adapter, etc.
  - F. COUPLINGS: Victaulic Style 75 with ductile or malleable iron housing clamps or equal.
  - G. JOINTS: Slip x Slip couplings, grooved coupling adapter and/or flanges.
  - H. THREAD LUBRICANT: Teflon tape.
  - I. PIPE JOINING: Pipe and fittings are to be joined using postchlorinated polyvinyl chloride (CPVC) primer and cement approved by the pipe manufacturer for use on the "Blazemaster" plastic pipe and fitting material, and be UL listed. "One Step" primer/cement is permitted to be used if listed and approved by the pipe manufacturer.
  - J. GASKETS: See pipe Specification FPPS - 4.
  - K. BOLTING: Carbon steel square head machine bolts and hex nuts, ASTM A307, Grade B.
  - L. BUTTERFLY VALVES: 1" through 2" - See pipe Specification FPPS - 4.
  - M. GATE VALVES: 2" and smaller - See pipe Specification FPPS - 4.
  - N. CHECK VALVES: 2" and smaller - See pipe Specification FPPS - 4.
  - O. INSTALLATION OF VALVES: Butterfly valves (with tamper switches), within the size limitations specified, may be used in lieu of gate valves with tamper switches.
  - P. APPROVALS: All material shall be UL listed.
- 2.5 PIPE AND TUBE FITTINGS
- A. Cast-Iron Threaded Flanges: ASME B16.1.
  - B. Cast-Iron Threaded Fittings: ASME B16.4.
  - C. Malleable-Iron Threaded Fittings: ASME B16.3.
  - D. Steel, Threaded Couplings: ASTM A 865.
  - E. Steel Welding Fittings: ASTM A 234/A 234M, ASME B16.9, or ASME B16.11.

- F. Steel, Grooved-End Fittings: UL-listed and approved, ASTM A 47, malleable iron or ASTM A 536, ductile iron; with dimensions matching steel pipe and ends factory grooved according to AWWA C606.

## 2.6 JOINING MATERIALS

- A. Refer to Division 22 Section "Basic Mechanical Materials and Methods" for pipe-flange gasket materials and welding filler metals.
- B. Steel, Keyed Couplings: UL 213 and AWWA C606, for steel-pipe dimensions. Include ASTM A 536, ductile-iron housing, rubber gaskets, and steel bolts and nuts. Include listing for dry-pipe service for couplings for dry piping.

## 2.7 FIRE-PROTECTION-SERVICE VALVES

- A. General: UL listed and approved, with minimum 175-psig nonshock working-pressure rating. Valves for grooved-end piping may be furnished with grooved ends instead of type of ends specified.
- B. Gate Valves, NPS 6 and Smaller: UL 262; cast-bronze, threaded ends; solid wedge; OS&Y; and rising stem.
- C. Indicating Valves, NPS 3 and Smaller: UL 1091; butterfly or ball-type, bronze body with threaded ends; and integral indicating device.

Indicator: Visual.

Indicator: Electrical 115-V ac, prewired, two-circuit, supervisory switch.

- D. (Optional Section) Gate Valves, NPS 4 and Larger: UL 262, iron body, bronze mounted, taper wedge, OS&Y, and rising stem. Include replaceable, bronze, wedge facing rings and flanged ends.
- E. Swing Check Valves, NPS 2 and Smaller: UL 312 or MSS SP-80, Class 150; bronze body with bronze disc and threaded ends.
- F. Swing Check Valves, NPS 2-1/2 and Larger: UL 312, cast-iron body and bolted cap, with bronze disc or cast-iron disc with bronze-disc ring and flanged ends.
- G. Split-Clapper Check Valves, NPS 4 and Larger: UL 312, cast-iron body with rubber seal, bronze-alloy discs, and stainless-steel spring and hinge pin.

## 2.8 SPRINKLERS

- A. Utilize quick-response sprinklers throughout Light and Ordinary Hazard occupancies
- B. Automatic Sprinklers: shall have heat-responsive element complying with the following:

UL 199, for applications except residential.

UL 1767, for early suppression, fast-response applications.

- C. Sprinkler Types and Categories: Nominal 1/2-inch standard orifice, unless otherwise indicated or required by application.
- D. Sprinkler types, features, and options include the following:
  - Horizontal Dry/Sidewall & Dry pendent sprinklers.
  - Pendent sprinklers.
  - Quick-response sprinklers.
  - Sidewall sprinklers.
  - Upright sprinklers.
- E. Sprinkler Finishes: Upright bronze, and “white” painted pendants and sidewalls.
- F. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.
  - Ceiling Mounting: White-plated steel, two piece, flat.
  - Ceiling Mounting: Metal, white finish, two piece, flat.
  - Sidewall Mounting: White-plated steel, two piece, flat.
  - Sidewall Mounting: Metal, white finish, two piece, flat.
- G. Sprinkler Guards: Wire-cage type, including fastening device for attaching to sprinkler.

## 2.9 SPECIALTY SPRINKLER FITTINGS

- A. Specialty Fittings: UL listed and approved; made of steel, ductile iron, or other materials compatible with piping.
- B. Locking-Lug Fittings: UL 213, ductile-iron body with locking-lug ends.
- C. Mechanical-T Fittings: UL 213, ductile-iron housing with pressure-responsive gasket, bolts, and threaded or locking-lug outlet.
- D. Mechanical-Cross Fittings: UL 213, ductile-iron housing with pressure-responsive gaskets, bolts, and threaded or locking-lug outlets.
- E. Drop-Nipple Fittings: UL 1474, with threaded inlet, threaded outlet, and seals; adjustable.
- F. Sprinkler, Drain and Alarm Test Fittings: UL-listed, cast- or ductile-iron body; with threaded inlet and outlet, test valve, and orifice and sight glass.
- G. Sprinkler, Branch-Line Test Fittings: UL-listed, brass body; with threaded inlet and capped drain outlet and threaded outlet for sprinkler.
- H. Sprinkler, Inspector's Test Fittings: UL-listed, cast- or ductile-iron housing; with threaded inlet and drain outlet and sight glass.

## 2.10 FIRE DEPARTMENT CONNECTIONS

- A. Confirm with the local Fire Department for type of connection requirement: Storz or Siamese.
- B. Wall, Fire Department Connections: UL 405; cast-brass body with brass, wall, escutcheon plate; brass, lugged caps with gaskets and brass chains; and brass, lugged swivel connections. Include inlets with threads according to NFPA 1963 and matching local fire department sizes and threads, outlet with pipe threads, extension pipe nipples, check devices or clappers for inlets, and escutcheon plate with marking "AUTO SPKR."  
  
Type: Flush mounting.  
Escutcheon Plate: Rectangular.  
Finish: Polished chrome-plated.

## 2.11 ALARM DEVICES

- A. General: All alarm devices shall be U.L. listed and F.M. approved as sprinkler system attachments. Types utilized shall match piping and equipment connections.
- B. Electric-Operated Alarms: Provide 10" outside waterproof vibrating type bell and 6" inside bell, in locations shown on drawings or required by the local Fire Dept.
- C. Water-Flow Indicators: UL 346; electrical-supervision, vane-type water-flow detector; with 250-psig pressure rating; and designed for horizontal or vertical installation. Include two single-pole, double-throw, circuit switches for isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal if removed.
- D. Pressure Switches: UL 753; electrical-supervision-type, water-flow switch with retard feature. Include single-pole, double-throw, normally closed contacts and design that operates on rising pressure and signals water flow.
- E. Valve Supervisory Switches: UL 753; electrical; single-pole, double throw; with normally closed contacts. Include design that signals controlled valve is in other than fully open position.

## 2.12 PRESSURE GAGES

- A. Pressure Gages: UL 393, 3-1/2- to 4-1/2-inch diameter dial with dial range of 0 to 250 psig.

## PART 3 – EXECUTION

### 3.1 PREPARATION OF WORKING PLANS

- A. The contractor shall be responsible for reviewing the Architectural and Structural Design Drawings and verifying with the General Contractor, that substitutions of noncombustible building materials with combustible building materials have not been made that alter the requirements of the sprinkler system shown on the Fire Protection Design Drawings.

Report such substitutions to the Architect and Engineer for review, prior to the design of sprinkler systems. Combustible framing or construction is not allowed above ceilings, below floors or in concealed spaces, unless specifically protected by sprinklers.

- B. The final arrangement, positions and connections of pipes, drains, valves, sprinklers etc., shall be established by the fire protection contractor's design, and shall be configured to drain fully, avoiding trapped piping sections and excessive auxiliary drains. Sprinkler systems shall be installed concealed above architectural suspended ceilings where ceilings are provided, unless indicated otherwise.
- C. Design the specified fire protection systems from the fire service entry riser, in accordance with the mandatory requirements and all advisory provisions of NFPA#13 and #14, the requirements of the authority having jurisdiction and the Owner's insurance agent, utilizing hydraulic calculations for Light and Ordinary Hazard occupancies, with uniform water distribution over each most remote design area.
- D. Establish each sprinkler position, giving full consideration to the vertical and horizontal obstructions to sprinkler spray pattern development that may be presented by building construction, ductwork, mechanical and electrical equipment, piping, soffits and ceilings constructed with different adjacent elevations, suspended and surface mounted lighting fixtures etc.; coordinate the position and location of sprinklers, piping and system components, referencing the detailed working drawings of all other trades, to avoid installation conflicts.
- E. Contractor shall be responsible for planning and providing the required penetrations of fire rated walls, floors and smoke partitions, in such a manner that U.L. listed details that restore their fire rating integrity and that have prior approval of the Delaware State Fire Marshal's Office are utilized.
- F. Where practical, uniformly space sprinklers on branchlines; sprinklers shall be spaced in architectural patterns consistent with symmetrical positions of lights, air diffusers, speakers, and other ceiling elements, where sprinklers are shown on architectural reflected ceiling grid plans.
  - 1. Pendent sprinklers in architectural ceilings shall be centered in square ceiling tiles in both directions, and centered in the short dimension of rectangular tiles, with sprinkler positions acceptable at quarter points of the long dimension, +/- 12".
  - 2. Provide sprinkler spacing and locations per NFPA#13 requirements, in areas without suspended ceilings.
- G. Wet sprinkler systems may be "tree", "loop" or "grid" type systems, as may be hydraulically advantageous, unless a specific piping arrangement is indicated on the design drawings. System piping arrangement shall be configured above the top of recessed lighting fixtures, within suspended ceilings.
- H. Where sprinkler piping within concealed spaces provides protection for occupancies below, sprinklers for protection of concealed spaces may be attached to the same piping system. Hydraulically calculate each set of sprinklers separately and provide pipe sizes for the hydraulically more demanding group.

- I. Sprinklers for the protection of attic spaces may be conventional upright or pendent types, or a combination of these types of sprinklers. The position of sprinklers in attics framed of combustible construction, shall establish sprinkler protection into the eaves overhanging the outside of the building.
- J. Provide sprinkler protection in combustible framed, horizontal and vertical soffits and wall cavities, with outside finished dimensions greater than 14.” Where combustible concealed construction and spaces are permitted to be unsprinklered, meeting one or more of the exceptions of NFPA#13, Section 8.15.1.1, the design area of application shall be increased to a minimum of 3,000 sq.ft., without revising the hydraulic density, per NFPA#13, Section 11.2.3.2.
- K. Antifreeze systems shall use pharmaceutically pure glycerin or propylene glycol only. Provide a reduced pressure zone backflow preventer assembly and an expansion chamber where noted on the drawings, at the point of connection to the wet sprinkler system supply. Pipe discharge port of backflow preventer to a drain point capable of accepting full flow discharge. Antifreeze systems over 40 gallons total capacity shall be hydraulically calculated using the Darcy-Weisback equation, Moody Diagram, E-factors for age of pipe, and adjusted K-factors for fluid properties.

### 3.2 PIPING APPLICATIONS

- A. Flanges, unions, transitions and special fittings shall have pressure ratings the same as or higher than system's static pressure rating for use in aboveground applications, unless otherwise indicated.
- B. Piping between Fire Department Connections and Check Valves: Use galvanized, standard-weight steel pipe with grooved ends; steel, grooved-end fittings; steel, keyed couplings; and grooved joints.
- C. Underground Service-Entrance Piping: Use ductile-iron, push-on-joint pipe and fittings and restrained joints.  
  
Sprinkler Bulk Mains and Risers: See Fire Protection Drawings.
- D. Wet-Pipe Sprinkler Branch Piping: See Fire Protection Drawings.
  - 1. NPS 2 1/2 and Larger: Standard weight (Schedule 10) steel pipe with roll-grooved ends; steel, grooved-end fittings; and grooved couplings.
  - 2. NPS 2 and Smaller: Standard-weight steel pipe with threaded ends, cast- or malleable-iron threaded fittings, and threaded joints.

### 3.3 VALVE APPLICATIONS

- A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Fire-Protection-Service Valves: UL listed and approved for applications where required by NFPA#13.

Shutoff Duty: Use gate and/or butterfly valves.

2. General-Duty Valves: For applications where UL-listed and approved valves are not required by NFPA #13.

Shutoff Duty: Use gate, ball, or butterfly valves.

### 3.4 JOINT CONSTRUCTION

- A. Refer to Division 22 Section "Basic Mechanical Materials and Methods" for basic piping joint construction. Apply joint compound or tape to male threads only.
- B. Steel-Piping, Grooved Joints: Use Schedule 40 steel pipe with cut or roll-grooved ends and Schedule 30 or thinner steel pipe with only roll-grooved ends; steel, grooved-end fittings; and steel, keyed couplings. Assemble joints with couplings, gaskets, lubricant, and bolts according to coupling manufacturer's written instructions. Use gaskets listed for dry-pipe service for dry piping.
- C. Locking-Lug-Fitting, Twist-Locked Joints: Follow fitting manufacturer's written instructions.
- D. Dissimilar-Piping-Material Joints: Construct joints using adapters or couplings compatible with both piping materials. Use dielectric fittings if both piping materials are metal. Refer to Division 22 Section "Basic Mechanical Materials and Methods" for dielectric fittings.

### 3.5 WATER-SUPPLY CONNECTION

- A. Connect sprinkler piping to the 12" stubbed-up flanged outlet connection provided by the Plumbing Contractor.
- B. Install shutoff valve, backflow preventer, riser check valve assembly, pressure gage, drain, and other accessories indicated at connection. Backflow preventer for this project shall be AMES 3000 "Silver Bullet."

### 3.6 PIPING INSTALLATION

- A. Refer to Division 22 Section "Basic Mechanical Materials and Methods" for basic piping installation.
- B. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated, as far as practical.
  1. Deviations from approved working plans for piping installation require written approval from authorities having jurisdiction. File copy of written approval with Architect before deviating from approved working plans.

- C. Use only approved fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes. Bushings shall not be used.
- D. Install flanges or flange adapters on valves, apparatus, and equipment having NPS 2-1/2 and larger connections. Not required on grooved connections.
- E. Install "Inspector's Test Connections" for each sprinkler system, sized and located according to NFPA #13 requirements. Install main drain test connection at location that will permit full flow discharge for a time sufficient to allow for proper testing of water supplies, without flooding or water damage.
- F. Install sprinkler piping to avoid excessive auxiliary drains. Provide auxiliary drains as required for complete drainage of trapped piping sections.
- G. Install sprinkler zone control valves, test assemblies, and drain risers adjacent to sprinkler risers when sprinkler branch piping is connected to sprinkler risers.
- H. Install ball drip valves to drain piping between fire department connections and check valves. Drain ball drips to floor drain or outside building.
- I. Install alarm devices in piping systems.
- J. Hangers and Supports: Comply with NFPA #13 for hanger materials and installation. Hangers, hanger rods and attachments must be capable of supporting five (5) times the weight of the water-filled pipe, plus 250 pounds minimum, at each point of hanging. Piping shall be supported from building structure only, and shall not be hung from ductwork, conduit runs or other piping. Install piping straight and true, parallel with building walls, without dips or sags. Piping shall bear evenly on all pipe hangers. Provide complete details of earthquake bracing and flexible couplings consistent with the requirements of the seismic zone of the project location.
- K. Install piping with grooved joints according to manufacturer's written instructions. Construct rigid piping joints, unless otherwise indicated.
- L. Install pressure gages on system risers and at each sprinkler test connection. Include pressure gages with connection not less than NPS 1/4 and with soft metal seated globe valve, arranged for draining pipe between gage and valve. Install gages to permit removal, and install where they will not be subject to freezing.

### 3.7 SPECIALTY SPRINKLER FITTING INSTALLATION

- A. Install specialty sprinkler fittings according to manufacturer's written instructions.

### 3.8 VALVE INSTALLATION

- A. Refer to Division 22 Section "Valves" for installing general-duty valves. Install fire-protection specialty valves, trim, fittings, controls, and specialties according to NFPA 13, manufacturer's written instructions, and authorities having jurisdiction.

## **SECTION 210171: FIRE PUMP**

### 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.

#### 1.2 DESCRIPTION OF WORK

- A. This Section shall include all work necessary and/or required and furnish all materials and equipment for construction of a complete automatic fire pump system for the building. Such work includes but is not limited to the following:

1. Provide and install an electric motor driven vertical in-line, bronze fitted single stage centrifugal fire pump complete with a jockey pump and controller.
2. Include all associated valves, piping and equipment so that the fire pump will function as a unit in compliance with NFPA 20. The fire pump piping arrangement will include a water supply bypass arrangement.
3. Included in this section:

- Fire Pump and Driver
- Jockey Pump
- Related Controllers
- Test header assembly
- Fire Pump Assembly Equipment and Fittings

#### 1.3 REFERENCE STANDARDS

- A. Refer to Section 210000 for a general description of requirements applying to this section.
- B. NFPA 20: Installation of Stationary Pumps for Fire Protection.
- C. UL: Fire Protection Equipment Directory.
- D. NFPA 37: Installation and use of stationary combustion engines and gas turbines:  
UL 448: Pumps for Fire Protection Service
- E. NFPA70: National Electric Code.

#### 1.4 QUALITY ASSURANCE

- A. Refer to Section 220010 and 210170 for a general description of requirements applying to this section.

- B. Contractor shall provide new and complete fire pump system in satisfactory operating condition which shall conform to requirements of the following:
  - 1. NFPA Pamphlet 20
  - 2. Delaware State Fire Marshall's Office
  - 3. Owner's Insurance Agency
- C. Submit working drawings to the State Fire Marshal's Office and obtain approval before beginning work.

#### 1.5 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 220000.
- B. Submit shop drawings with Fire Marshal's approval and descriptive data, complete with product designation for the following:
  - 1. Pump layout
  - 2. Associated piping and equipment
  - 3. Dimensional data
  - 4. Weights
  - 5. Clearances
  - 6. Method of assembly
- C. Submit complete pump layout indicating location of fire pump by dimensions from walls, pipe size, and locations of valves, and accessories, with Fire Marshal approval.
- D. Product Data: Provide manufacturer's literature including general assembly, pump curves showing performance characteristics with pump and system, operating point indicated, NPSH curve, controls, wiring diagrams, and service connections.
- E. Manufacturer's Installation Instruction: Include start-up instructions for the fire pump.
- F. Manufacturer's Certificate: Certify that fire pump meet or exceed specified requirements at specified operating conditions.
- G. Field Reports: Indicate summary of hydrostatic test and field acceptance tests performed in accordance with NFPA 20.

#### 1.6 OPERATION AND MAINTENANCE DATA

- A. Operation Data: Include manufacturer's instructions, start-up data, and trouble-shooting checklists for pumps and controllers.
- B. Maintenance Data: Include manufacturer's literature, cleaning procedures, replacement parts lists, and repair data for pumps, drivers and controllers.

1.7 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.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Accept fire pumps and components at site in factory packing. Inspect for damage. Comply with manufacturer's rigging and installation instructions.
- B. Protect fire pump and components from physical damage, including effects of weather, water and construction debris.
- C. Provide temporary inlet and outlet caps, and maintain in place until installation.

1.9 MAINTENANCE SERVICE

- A. Furnish service and maintenance of fire pump, driver and controller for one year from date of substantial completion.
- B. Furnish service and maintenance of jockey pump, driver and controller for one year from date of substantial completion.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with specification requirements, manufacturers offering fire pump system equipment shall be limited to the following:
  - 1. Centrifugal Pump (Main Pump)
    - Patterson
    - Fairbanks
    - Aurora (Basis of Design)
  - 2. Controller
    - Tornatech (Basis of Design)
    - Metron
  - 3. Jockey Pump
    - Grundfos
    - Aurora (Basis of Design)
- B. Manufacturers identified above shall be selected for this project only as required from Owner's standardization list. No other manufacturers shall be permitted.

## 2.2 VERTICAL IN-LINE PUMPS

- A. Furnish and install where shown on plans one (1) Aurora fire pump system complete with pump, driver, controller and accessories. The pumping unit shall be listed by Underwriters' Laboratories, Inc. and/or shall be fully approved by the Associated Factory Mutual Fire Insurance Companies, where applicable. The pumping unit shall meet all requirements of the National Fire Protection Association Pamphlet No. 20. The fire pump shall have a nameplate design capacity of 300 G.P.M. at 41 PSIG boost to existing suction pressure. The pump shall also deliver not less than 150% of rated capacity at a pressure not less than 65% of rated pressure. The shut off, or churn pressure shall not exceed 140% of rated pressure. Minimum suction pressure at the fire pump suction flange is 20 PSI. The pump shall operate at a maximum speed of 3560 rpm, and have a minimum case working pressure of 175 PSIG.
- B. The fire pump shall be an AURORA MODEL 383 vertical inline centrifugal fire pump, size 3-383-7C, bronze fitted, single stage, centrifugal pump.
- C. The pump shall be fitted with a teflon lantern ring when the suction pressure is 30 psig or less.

## 2.3 FIRE PUMP ACCESSORIES

- A. The fire pump unit shall include the following accessories, as required by N.F.P.A. 20 standards (depending on the conditions under which the pumps are to be installed):
  - 1. Circulation relief valve,  $\frac{3}{4}$  inch.
  - 2. Pressure gauges. 4-1/2" diameter dial with snubber, valve cock, and lever handle.
  - 3. Hose valve manifold, 4 inch, 125#.
  - 4. Set of two (2) 2-1/2 inch hose valves, with caps and chains.
  - 5. Ball drip valve, 1/2 inch.
  - 6. 3 x 6 concentric discharge increaser, 125# and discharge check valve.
  - 7. Provide an OS&Y gate valve on suction side of pump. Butterfly valves may be used where permissible by code approval.
  - 8. Fire pump bypass fitted with OS&Y gate or butterfly valves and check valve.

## 2.4 CONTROL EQUIPMENT FOR ELECTRIC DRIVE

- A. The fire pump motor control shall be U.L. Listed and/or F.M. Approved, where applicable. It shall be completely assembled, wired and tested by the control manufacturer before shipment from the factory, and shall be labeled "Fire Pump Controller". The controller shall be located as close as practical and within sight of the motor. The controller shall be so located or protected that it will not be injured by water escaping from the pump or connections. The controller shall be of the combined manual and automatic Limited service type with a circuit breaker interrupting capacity of 65,000 amperes at 200/208 volts, and shall meet all of the latest requirements of N.F.P.A. pamphlet No. 20. Control equipment shall be manufactured by Tornatech or Firetrol.
- B. The pump, driver, controller and all accessories shall be purchased under a unit contract. The pump shall be given a complete performance test with positive suction pressure. A certified performance curve shall be prepared and submitted. Pumps shall

also be hydrostatically tested to twice the shut off pressure, but in no case less than 250 pounds per square inch.

- C. The pump manufacturer shall assume unit responsibility and shall provide the services of a factory-trained representative to be available to assist in conducting final field acceptance tests. The control panel representative (in addition to the fire pump representative) shall attend the acceptance test.
- D. The following alarm and trouble conditions shall be remotely annunciated through the fire alarm system:
  - 1. Fire pump running
  - 2. Phase reversal – Loss of Phase
  - 3. Controller mains switch has been turned to OFF or manual.

## 2.5 ELECTRIC DRIVER

- A. The driver shall be a vertical open drip-proof, ball bearing type, AC induction squirrel cage motor: 10 HP maximum, 3560 rpm, vertical solid shaft, wound for 200 volts, 3 phase, 60 Hertz. The motor shall be of such capacity that 115% of the full-load ampere rating shall not be exceeded at any condition of pump load, including in excess of 150% of nameplate capacity. The motor shall be U.L. Listed for fire protection. Locked rotor current shall not exceed the values specified in the latest publication of N.F.P.A. Pamphlet No. 20.

## 2.6 PRESSURE BOOSTER (JOCKEY) PUMP WITH CONTROL PANEL

- A. The contractor shall furnish and install an **Aurora PVM1-4** vertical multi-stage jockey pump to operate a 3450 rpm with a capacity of 4 gpm at a 50 psig boost to existing suction pressure. The pump shall be constructed with 304 stainless steel impellers and diffusers, a high temperature mechanical seal with carbon versus silicon carbide, EPDM elastomers throughout, tungsten carbide versus ceramic pump bushings, and a cast iron motor bracket. Connections will be 1-1/4 inch flanged.
- B. Unit shall be coupled with a 3450 rpm NEMA motor of **1/2 HP**, 1 phase, 120 volt ODP enclosure using a rigid split coupling. Motor bearings shall be sized to allow a 20,000 minimum hour B10 calculated life.
- C. The jockey pump control panel shall NEMA 2, wall mounted, and contain a fused disconnect switch, magnetic across-the-line starter, H-O-A selector switch, overload relays, and necessary circuitry to provide automatic start and stop from panel mounted pressure switch. Panel wired for **200-208 volts**. Manufacturer to be identical to the main fire pump control panel manufacturer.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Install all equipment, devices, etc., in strict accordance with manufacturer's instructions and code compliances.

- B. Provide access space around pumps for service. Provide no less than minimum as recommended by manufacturer.
- C. Decrease from line size with long radius reducing elbows or reducers. Support piping adjacent to pump such that no weight is carried on pump casings. For base-mounted pumps, provide supports under elbows on pump suction and discharge.
- D. Provide drains for bases and seals, piped to and discharging to the floor drain.
- E. Provide a fire pump test header with the number of nozzles and valves as required for the fire pump.
- F. Lubricate pumps before start-up, if required by manufacturer.
- G. Qualified manufacturer's representative shall check, align and certify pumps prior to start-up.

### 3.2 FIELD QUALITY CONTROL

- A. Perform field acceptance testing under provisions of NFPA 20.
- B. Hydrostatically test entire system in accordance with NFPA 20.
- C. Test shall be witnessed by the Delaware State Fire Marshal, Owner's Representative and the A/E Representative.

END OF SECTION 210171

**SECTION 220000: GENERAL PROVISIONS – PLUMBING/FIRE PROTECTION**

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 all other applicable Divisions, apply to work of this Section.
- B. This 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.
- C. All fire protection suppression systems shall be part of and included in all of the following 220000 thru 220191 Sections.

1.2 WORK INCLUDED

- A. Provide labor, materials, equipment and supervision necessary to install complete operating Plumbing and Fire Protection Systems as indicated the drawings and specified herein, including all work at the site and within the proposed construction areas to accomplish the required work.

1.3 REGULATIONS, CODES AND STANDARDS

- A. Work shall be performed in accordance with latest adopted codes, regulations and ordinances by authorities having jurisdiction. Observe all safety regulations.
- B. Latest editions of any referenced standards shall govern.
- C. Obtain all municipal and/or the Authorities Having Jurisdiction permits and inspection certificates and pay all charges.
- D. Make or arrange for any/or all inspection agency reviews or visits and pay all charges. This includes communication with each respective agency and/or utility to verify the project system work, coordination responsibilities, fees, back charges, etc., required.
- E. All fees and back charges shall be verified during the bidding phase of the work. Any discrepancy of this item between any utility, inspection agency and the Contractor shall be brought to the attention of the A/E prior to bid opening.
- F. Submission of a bid will be deemed evidence of having complied with these requirements.

1.4 RELATED WORK

- A. Refer to equipment shown or specified in all other applicable Divisions that require Plumbing and Fire Protection services.
- B. Refer to work related to Plumbing and Fire Protection as shown on the following contract drawings:

Architectural & Structural  
HVAC  
Electrical  
Civil

## 1.5 COORDINATION

- A. 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. Any necessary changes required will be included as part of this contract.
- B. Plumbing and Sprinkler Contractors shall coordinate scheduling, submittals and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of independent work elements, with provisions to accommodate items that may be installed at a later time.
- C. Plumbing and Sprinkler Contractors shall verify utility requirements and all characteristics of operating equipment are compatible with the building utilities. Coordinate the work of all sections related and required for installing, connection and placing in service of all equipment.
- D. Plumbing and Sprinkler Contractors shall coordinate all space requirements, supports and installation of all mechanical, electrical, plumbing and fire protection work, which are indicated diagrammatically on the Drawings. Verify routing of all pipes, ducts, conduits and equipment connections. Maximize accessibility for other work, and service requirements for maintenance and repairs.
- E. Obtain written confirmation from all related trade Contractors and the Owner or his representative that requirements, conflicts and coordination issues have been discussed and resolved.

## 1.6 SUBMITTALS

### A. Shop Drawings & Product Data:

1. Shop drawings and product data shall be submitted in accordance with Division 22 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. Listed are the required shop drawings and reports required for this project. The Engineer/Owner shall reserve the right to require additional submissions not listed below:
  - All fixtures, equipment and associated devices so listed on the Fixture Schedule on drawings.
  - Insulation

- All specified piping systems.
  - All specified valves.
  - Hanger and supports including Sumner system.
  - Piping labels and identification.
  - Sprinkler System and all related data, devices, switches and trimmings.
  - Testing reports.
  - Sterilization report.
  - Operating/Maintenance manuals.
  - As-Built Drawings.
3. Submittals comprising complete catalog cuts, shop drawings and performance test data for Plumbing materials and equipment as required by other sections of Division 22, shall be submitted for review checking. The Contractor shall review these 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, samples and similar materials, the Contractor represents that the Contractor 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 requirements contained in the contract documents for the work of all trades.
4. All 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 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 submittals 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.
- B. Contractor is responsible for the shop drawing coordination and interface with the work of other contracts and adjacent work. The relationship of Contractor's work shall be verified as it relates to adjacent and critical features of the work of this and all contracts and materials.

#### 1.7 WARRANTY/GUARANTEEE

- A. All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in all other applicable Divisions. In addition, refer to specifications for special guarantees.
- B. 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.

#### 1.8 SITE INSPECTION

- A. The Contractor shall visit the site, inspect, and become aware of all conditions which may affect the work during the estimation phase of his work and prior to bid openings. Investigate utilities, protection requirements for adjacent facilities, storage locations, and access to the construction area.
- B. Submission of a bid will be deemed evidence of having complied with this requirement.

#### 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 vender 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 as indicated on all contract documents and as described within the specifications. 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 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.

#### 1.12 OPERATION & 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.
- G. Provide to the Owner any special tools necessary for operation and routine maintenance of any of the equipment.

### 1.13 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.

### 1.14 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.
- B. Provide for the safety and good condition of all materials and equipment until final acceptance by the Owner. Protect all materials and equipment from damage. Provide adequate and proper storage facilities during the progress of the work. Special care shall be taken to provide protection for bearings, open connections, pipe coils, pumps, compressors and similar equipment.
- C. All NEW fixtures, piping, finished surfaces and equipment installed shall have all grease, adhesive labels and foreign materials removed.
- D. All new piping installed shall be drained and flushed to remove grease and foreign matter. Pressure regulating assemblies, traps, flush valves and similar items shall be thoroughly cleaned. Remove and thoroughly clean and reinstall all liquid strainer screens after the system has been in operation ten (10) days.
- E. When connections are made to existing systems, the Contractor shall do all cleaning and purging of the existing systems required to restore them to the condition existing prior to the start of work.
- F. Clean-up: Remove from the premises, all unused material and debris resulting from the performance of work under this section.

## PART 2 – PRODUCTS

### 2.1 GENERAL

- A. All material and equipment shall be new and of present day manufacture, and shall conform to accepted standards of the trade where such a standard has been established for the particular type of equipment or material.
- B. Whenever equipment or material is referred to in the singular, such as "the plumbing fixture", it shall be deemed to apply to as many such items as necessary to complete the work.

### 2.2 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. During loading, transporting and unloading exercise care to prevent damage to material.

- B. Store all materials in dry enclosures or under protective coverings out of way of work progress.
- C. Material shall not be allowed to be stored directly on ground.
- D. Deliver in manufacturer's original cartons or on skids.
- E. Handle and protect so as to prevent damage to product or any surrounding material.

### 2.3 CONCRETE

- A. Concrete if used on this project, shall be in accordance with Section 033000.
- B. The 28-day minimum compressive strength shall be 3000 psi.

## PART 3 – EXECUTION

### 3.1 PROTECTION

- A. Plug or cap open ends of piping systems.
- B. Stored materials shall be covered to prevent damage by inclement weather, sun, dust or moisture.
- C. Protect all installed work until accepted in place by the Owner.
- D. Plates, polished metal escutcheons and other finished devices shall not be installed until masonry, tile, and painting operations are complete unless otherwise protected.
- E. Protect all work from operations which may cause damage such as hauling, welding, soldering, painting, insulating and covering.
- F. Do not remove protective material until equipment is placed in service.

### 3.2 WORKMANSHIP

- A. Install all work neat, trim and plumb with building lines.
- B. Install work in spaces allocated.
- C. Cutting and patching shall be performed by skilled tradesmen normally employed for the work involved.

### 3.3 EXCAVATION

- A. The excavation shall be of the open-trench method and to the depths and widths as may be necessary. The Contractor shall do all excavation required in connection with his work. Bottoms of trenches shall be excavated to a uniform grade. All materials excavated shall be deposited on the side of the trenches and beyond the reach of the slides. Excavated

material shall not be piled where it will interfere with traffic. If rock is encountered, it shall be removed by the General Contractor. See provisions in Division 2.

- B. No piping shall be bedded directly on rock. They shall be cushioned by a 6-inch layer of crushed stone or gravel of selected grade, of size to pass through 3/4" mesh sieve. Not less than 30% shall be fine which will pass through a 3/8" mesh sieve.

### 3.4 SHORING AND PUMPING

- A. The Contractor shall provide all shoring, bracing or sheet piling necessary to maintain the banks of his excavation and shall take out same as the work progresses and filling in has been accomplished. Shoring shall be in accordance with OSHA Standards.
- B. The arrangement of shoring must be such as to prevent any movement of the trench banks and consequent strains on the conduits. Shoring shall be provided to prevent damage to work installed by other trades.
- C. The Contractor shall do all pumping required to keep his excavations free of water. The water shall be conveyed in piping or watertight troughs a sufficient distance that it will flow from the site and not affect other work being performed.

### 3.5 BACKFILLING

- A. After work in trenches has been completed, they shall be filled with select fill in 8" layers and shall be pneumatically tamped before the next layer of material has been filled in. The backfill shall be free of excavated rock, cinders, stones, brickbats or other debris.
- B. Wherever rock is removed, the Contractor shall secure and fill select clean earth to a minimum depth of 3'-0" above the top of the pipe. Unless otherwise indicated, no rock shall be deposited in the trench fill. This clean earth fill shall be procured other than from the site unless permission for earth borrow from the site is granted by the Architect. If site borrow is permitted, the topsoil removal, relocation and finished grading will be accomplished as directed by the Architect.
- C. Under no circumstances shall excavated material be left where it will interfere with the Owner's or other Contractor's operations.
- D. All earth and other materials taken from the trenches and not required for backfilling shall be deposited where directed, or removed from the premises as directed by the Architect.
- E. Any rock removed from the excavation shall be removed from the project site by the Contractor.
- F. Trenches which pass under wall footings or within 18" of column footings shall be backfilled with lean concrete. To secure adequate foundation support, the method and depositing of the concrete fill shall be as directed by the Architect. To prevent the concrete from adhering to the pipes, necessary pipe protection shall be applied.

3.6 EQUIPMENT SETTING

- A. Furnish and install as a minimum, a 4 inch concrete pad beneath all floor-mounted equipment. Install anchor bolts in pour.
- B. Furnish and install as a minimum, spring vibration isolation under any equipment 10 HP and over and rubber in shear vibration isolation on any equipment up to 10 HP.
- C. Concrete shall be 3,000 psi, 28 day compressive strength in accordance with ACI-613. Reinforce with No. 4 rod 12" on centers both ways or as otherwise detailed.

3.7 FASTENERS, HANGERS AND SUPPORTS

- A. Furnish and install all hangers and supports required to suspend, mount, or hang the work.
- B. Furnish and install all miscellaneous steel angles, channels, beams, clips, brackets and anchors necessary to hang or support the work. Provide submissions for review.
- C. Install concrete inserts before concrete is poured.
- D. Drilled inserts shall not be loaded more than 1/4 rated capacity or 200 pounds.
- E. Power-driven fasteners shall not be allowed for piping larger than 2 inch, or equipment. When used they shall not be loaded more than 1/8 rated capacity or 200 pounds.
- F. All hangers, miscellaneous steel, braces and supports shall be galvanized, cadmium plated, or primed steel. Copper tubing shall be supported with copper hangers. No direct contact of dissimilar metals between the piping system and its hanger support shall be permitted.
- G. Piping shall be supported from adjustable clevis type hangers with insulation pipe saddles. Where hangers are 18" or longer, provide lateral bracing at every fourth hanger. See IPC Pipe Support Table below:

PIPE SUPPORT SPACING

Material	Horizontal Max. Feet	Vertical Max. Feet
ABS Pipe	4	10
Aluminum	10	15
Brass	10	10
Brass Tube up to 1-1/4"	6	10
Brass Tube over 1-1/2"	10	10
Cast Iron	5	15
Copper up to 1-1/4"	6	10
Copper over 1-1/4"	10	10
CPVC Up to 1"	3	10
CPVC Over 1"	4	10
Lead Pipe	Continuous	4
PB Pipe/Tubing	2.6 ft. (32")	10
PVC Pipe	4	10
PEX	2.6 ft. (32")	10

Material	Horizontal Max. Feet	Vertical Max. Feet
Steel Tubing	8	10
Steel Pipe	12	15

- H. Support vertical piping at floor levels using approved riser clamps. Clamp material shall be compatible with pipe material. Maximum vertical spacing shall be 10'-0".

### 3.8 SLEEVES

- A. Provide each pipe passing through a masonry or concrete wall, floor or partition with a sleeve made from standard weight steel pipe for pipe with smooth edges, securely and neatly cemented in place. Provide each pipe passing through a frame or metal partition with a sleeve made from No. 22 gauge galvanized sheet metal, securely fastened in place.
- B. Pipe passing through foundation wall or under foundation shall be provided with relieving arch or steel pipe per IPC Section 305.5.
- C. Be responsible for the proper location and alignment of all sleeves.
- D. Provide hydrostatic seals for sleeves passing through outside walls, below grade, or through hydrostatically sealed slabs or floors on grade. Provide fire-rated seals for all other sleeves.
- E. Install both piping and sleeve seals so as to maintain integrity of seals with expansion and contraction of piping.
- F. Set floor sleeves flush with floor surface in finished areas, 1" above the finished floor in kitchens, cafeterias, and similar service areas unless such areas are slab-on-grade; 1" above the floor in mechanical rooms, pipe chases, pipe spaces and other unfinished areas, unless otherwise indicated, and flush with the underside of slabs. Extend wall and partition sleeves through and cut flush with each surface unless otherwise indicated or specified.
- G. Select sleeves two pipe sizes larger than any pipe that is to remain uncovered, unless otherwise required by the sealing method specified. Where pipes are to be covered, provide sleeves large enough to allow the covering to pass through the sleeves with sufficient clearance for sealing as specified hereinafter. Size sleeves for branch piping from vertical risers large enough to permit vertical expansion at the riser.
- H. Place sleeves imbedded in concrete floors or walls in the forms before concrete is poured; sleeves shall have integral waterstop flanges, where they are to receive either watertight or hydrostatic seals.
- I. Install sleeves passing through above-grade floors of mechanical rooms, toilet rooms, kitchens or similar service areas where liquid leaks or spillover may occur in a watertight manner. Sleeves shall be such that waterproofing membrane can be flashed around and into the sleeve where necessary.
- J. Seal sleeves for pipes passing through ceiling air plenum walls or the floor above air tight in a manner similar to that specified for fire-rated sleeves.

- K. Hydrostatic Sealing Method: Provide compressible synthetic rubber seals, equivalent to LINK SEAL, manufactured by the Thunderline Corporation, or THRUWALL manufactured by O.Z. Gedney. Install seals in accordance with the manufacturer's recommendations to provide air tightness aboveground and hydrostatic sealing belowgrade. Caulking or other type mastic is not acceptable.
- L. Fire-Rated Sealing Method:
  - 1. Sleeves, openings and sealants shall comply with applicable codes, recommended practices and standards, and manufacturer's instructions. Fire sealants shall have ability to prevent spread of flame, smoke or water throughout the penetration and shall pass 3 hour test, UL test ASTM E814 and UL 1479.
  - 2. Products: Chase Corporation CTC PR-855, O. Z. Gedney CRS/CAFS, 3M Electro-Products Division Putty 303 or Caulk CP25 penetration sealing kits, General Electric Company sealants type RTV-850, 6428 or 7403, Thunderline Corporation "Link-Seal Pyro-Pak". Installation and type of sealant to be used as recommended by the manufacturer.
  - 3. Expansion collars, fire seal/firestop collars – ASTM E814 (UL1479). Spec Seal Corporation, Inc. (plastic pipe).

### 3.9 PLATES

- A. Furnish and install chrome plated plates wherever piping passes into finished area.
- B. Plates shall be securely fastened to piping or building construction.
- C. Floor plates shall cover 1 inch sleeve extension.

### 3.10 OFFSETS, TRANSITIONS, MODIFICATIONS

- A. Furnish and install all offsets necessary to install the work and to provide clearance for other trades.
- B. Maintain adequate headroom and clearance.
- C. Incidental modifications necessary to the installation of the systems shall be made as necessary and as approved by the Architect.

### 3.11 RECESSES

- A. Furnish information to the General Contractor as to sizes and locations of recesses required to install panels, boxes, and other equipment or devices which are to be recessed in walls.
- B. Make offsets or modifications as required to suit final locations.

3.12 LABELING

- A. All Plumbing equipment such as pumps, and devices requiring identification for operating procedures shall be provided with permanent black laminated micarta white core labels with 3/8 inch letters.
- B. This shall also apply to all controllers, remote start/stop pushbuttons and equipment cabinets.

3.13 FLASHING AND COUNTERFLASHING

- A. Roof drains, vents, roof curbs, etc., shall have counterflashing fittings. General Contractor shall provide flashing.
- B. Piping and conduit thru the roof shall be flashed by the General Contractor. Furnish and install counterflashing.

3.14 ACCESS

- A. Locate all equipment, valves, devices and controllers which may need service in accessible places.
- B. Where access is not available, access panels shall be provided. Furnish access doors to the General Contractor for installation.
- C. Access doors shall be Elmdor, Karp Co., MIFAB or Controlled Air Manufacturing Limited, with 16 gauge frames and 14 gauge steel door, prime painted.
- D. Maintain required access clearances.

3.15 WIRING

- A. Packaged plumbing system equipment shall be furnished with disconnect switches, and magnetic starters, factory furnished and wired by the unit manufacturer.
- B. All control wiring shall be furnished and installed under this Division of the work.
- C. All wiring shall be in accordance with the National Electrical Code and as recommended by the equipment manufacturer.

3.16 UTILITIES

- A. Do not interrupt any utility or service to the Owner without adequate previous notice and schedule.
- B. Arrange and pay for the relocation, disconnection or removal of, or relocate, disconnect or remove existing utilities and services where such work is shown or where such utilities or services interfere with new construction, whether or not shown. Provide all excavation, backfilling and paving required by such work.

- C. Perform alteration of utilities and services in accordance with the rules, regulations and requirements of the involved utility companies, regulatory agencies having jurisdiction.

### 3.17 CUTTING AND PATCHING EXTERIOR SURFACES

- A. This Contractor shall be responsible for returning disturbed paved and/or grass areas to original condition where excavation for utilities has been required.
- B. Cut and patch paved areas to match original surface.
- C. Properly tamp backfill before finishing or repairing disturbed area surfaces.

### 3.18 OPENINGS – CUTTING, REPAIRING

- A. This contractor shall cooperate with the work to be done under other sections in providing information as to openings required in walls, slabs and footings for all piping and equipment, including sleeves where required.
- B. Any drilling or cutting required for the performance of work under this Section, shall be the responsibility of this Contractor and the cost thereof shall be borne by him.
- C. Holes in Concrete: Sleeves shall be furnished, accurately located and installed in forms before pouring of concrete. This contractor shall pay all additional costs for cutting of holes as the result of the incorrect location of sleeves. All holes through existing concrete shall be either core drill or saw cut. All holes required shall have the approval of the Structural Engineer prior to cutting or drilling.
- D. It shall be the responsibility of this Contractor to ascertain that all chases and openings are properly located.

### 3.19 GUARANTEE

- A. All materials and equipment provided and/or installed under this section of the specifications shall be guaranteed for a period of one year from the date of acceptance of the work by the Owner unless otherwise specified in other applicable Divisions. Should any trouble develop during this period due to defective materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct the trouble without any cost to the Owner. Any defective materials or inferior workmanship noticed at time of installation and/or during the guarantee period shall be corrected immediately to the entire satisfaction of the Owner.

In the event of occupancy by the Owner prior to final acceptance of the project, the guarantee date for equipment placed in operation shall be mutually agreed to by the Contractor and the Owner's representative.

### 3.20 DRAWINGS

- A. The Plumbing and Fire Protection Systems are indicated on the Contract Drawings. Certain pertinent information and details required by the Plumbing and Fire Protection Work appear on the Architectural, Structural and Electrical Drawings; become familiar with all Drawings; and incorporate all pertinent requirements.

- B. Drawings are diagrammatic and indicate the general arrangement of systems and requirements of the Work. Do not scale Drawings. Exact locations of fixtures and equipment, not specifically shown shall be obtained before starting work.
- C. When indicated on the drawings, plumbing riser diagrams are completely diagrammatic and indicate the intent of the work for both the Contractor, L&I review agencies and/or Authorities Having Jurisdiction. Where valves, shock absorbers, incidental equipment, devices, etc., including execution notes are indicated on the riser diagrams, they shall be so required and installed as part of the system work.

### 3.21 RECORD DRAWINGS

- A. As-Built record drawings, showing dimensions, locations and depth of all buried and concealed piping, plugged outlets and equipment shall be kept up to date. Master copy shall be kept on the job. No backfilling of trenches shall be permitted until as-built drawings are approved as up-to-date by the Owner/Representative. No plumbing progress payments shall be approved unless as-built drawings are up- to-date. Depth of sewers shall be from a permanent bench mark as shown on the contract drawings. Refer to project record drawings under General Conditions.

END OF SECTION 220000

**SECTION 220010: BASIC MATERIALS AND METHODS – PLUMBING**

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.

1.2 REFERENCE

- A. Install all piping, fixtures, equipment, etc., to meet the requirements of the following:

New Castle County Department of License and Inspection  
New Castle County Department of Sewers  
New Castle County Plumbing Code  
Delaware State Fire Marshal's Office  
International Plumbing Code (All applicable sections)  
Water Company  
NFPA  
OSHA

All requirements of the above governing agencies shall be in compliance with the latest issues, rules or regulations in effect.

- B. Appliances and materials governed by UL requirements shall meet such requirements and bear the label.

1.3 QUALITY ASSURANCE

- A. Provide adequate supervision of labor force to assure all aspects of specifications are being fulfilled.
- B. Insure that all work and equipment is installed in accordance with manufacturer's warranty requirements.
- C. Replace all pipes and fittings shown to be defective as a result of testing.

1.4 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 220000.
- B. Submit the following:
  - 1. Manufacturer's Product Data on all pipe and fittings to be used in project.
  - 2. Manufacturer's Product Data on all valves to be used in project.

## 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.

## PART 2 – PRODUCTS

### 2.1 STEEL PIPE & FITTINGS

- A. Pipe: ASTM A-53, seamless, Schedule 40.
- B. Fittings:
  - 1. Cast iron, threaded, 175 psi, ANSI B-16.4.
  - 2. Malleable iron, threaded, ASA B 16.3.
  - 3. Steel, socket weld, ASTM A-53.
  - 4. Wrought iron, socket weld, ASTM A-72.
- C. Thread tape shall be teflon tape, 3 mils minimum thickness. Teflon tape shall not be permitted for use on gas piping systems.
- D. See Section 220130 for Gas Piping Systems.

### 2.2 CAST IRON PIPE AND FITTINGS

(Note: Any cast iron piping made or marked "CHINA" will NOT be acceptable on this project)

- A. Aboveground:
  - 1. Pipe & Fittings: Hubless cast iron, CISPI 301, ASTM A-74 and ASTM A-888 shall be marked with the collective trademark of the Cast Iron Institute (soil pipe).
- B. Below grade and/or slab: (Contractor's Option)
  - 1. Bell and Spigot: Service weight bell and spigot pattern ASTM-74 with compression type neoprene gaskets ASTM C-564.
  - 2. Hubless Joints: Cast iron CISPI 310 and as TM C-1277.
  - 3. PVC DWV pipe and fittings, Schedule 40, ASTM D-2665, D2949, F891 and CSA B181.2.
  - 4. Corrosion protection shall be in accordance with IPC 305.1. Provide appropriate wrapping or sheathing when pipe is exposed to lime and acid of concrete, cinder or other corrosive materials.
  - 5. Protection of all below-grade storm and sanitary shall be in accordance with IPC Section 305.
  - 6. All Kitchen and Boiler Room below slab piping shall be extra heavy schedule cast iron only. PVC not allowed.

- C. Corrosion protection shall be in accordance with IPC 305.1. Provide appropriate wrapping or sheathing when piping is exposed to lime and acid of concrete, cinder or other corrosive materials.

## 2.3 COPPER TUBING

- A. Domestic hot, cold and recirculated water:

- 1. Aboveground:

- a. Tubing: Hard-drawn, seamless ASTM B-88, Type "L".
- b. Fittings: Solder joint wrought copper ANSI B-16.22.
- c. Joints: Lead-free solder 410°, ASTM B-32 alloy designation "TC", ASTM B-828.
- d. Flux: Non-toxic and non-corrosive, ASTM B-813.

- 2. Underground:

- a. Tubing: Soft-drawn, seamless ASTM B-88, Type "K".
- b. Fittings: Solder joint wrought copper ANSI B-16.22.
- c. Joints: Lead-free solder 410°, ASTM B-32, ASTM B-828.
- d. Flux: Non-toxic and non-corrosive, ASTM B-813.

- B. Drainage and vent piping:

- 1. Aboveground:

- a. Tubing: Hard-drawn seamless ASTM B-88, ASTM B-75, Type "M" and DWV as pipe size permits.
- b. Fittings: Solder joint cast copper drainage type ANSI B-16.29.
- c. Joints: Soldered, 95/5 tin-antimony ASTM B-828, ASTM B-32.
- d. Flux: Non-toxic and non-corrosive, ASTM B-813.

- C. Solder/Flux: See Paragraph 3.4 of this section for Soldering/Brazing.

## 2.4 DUCTILE IRON PIPE

- A. Pipe: Ductile iron, ANSI A-21.51, ANSI/AWWA C151.

- B. Joints: Rubber gasket, ANSI A-21.11, ANSI/AWWA C111.

- C. Fittings: Mechanical joint, ANSI/AWWA C110, C153 bolt tolerances – AWWA C-111, ASTM A-563.

- D. Lining: Cement mortar, ANSI A-21.4, ANSI/AWWA C104.

## 2.5 VALVES (Copper Systems) – Solder ends of Threaded

- A. Valves listed below shall be for domestic water systems and comply with the latest requirements of NSF 61-8. Refer to individual sections for gas valves.

- B. Ball Valves: NIBCO two piece, full port, 600 psi WOG rated, cold non-shock valve with reinforced TFE seals, 316 stainless steel ball, Eco-brass body, ASTM 584, Alloy C87850, solder ends, or threaded non-blowout stem design. Acceptable NIBCO figure numbers: T/S 685-80-66-LF; T/S 595-Y-66-LF (3 piece).
- C. Check Valves: NIBCO Class 125, Eco-brass body, ASTM 584, Alloy C87850, swing type, Y Pattern, threaded cap access. Acceptable NIBCO figure number: T/S 413-LF.
- D. Gate Valves: NIBCO Class 125, Eco-Brass body, ASTM 584, Alloy C87850, Rising Stem. Acceptable NIBCO figure number: T/S 113-LF.
- E. Balance Valves: All balance valves shall be provided with a memory stop feature with calibrated name plate to assure specific valve setting. Bronze body/brass ball, carbon filled TFE seat rings. NIBCO, Bell & Gosset, Accu-Flow, Taco or Flow Design "Accusetter". Acceptable NIBCO figure numbers: T/S 1710, F/G 737.
- F. Strainers:
  - 1. Class 125 Bronze Y-Strainer, body to be ASTM B584 or B62 bronze with threaded, solder or female press end connections and .033 inch perforated type 304 stainless steel screen or 20 mesh type 304 stainless steel screen accessible without removing the strainer from the line. Acceptable Figure numbers: NIBCO Fig. S/T-221, S/T-222, PF-221/222-A,B.
  - 2. Class 125 Flanged Cast Iron Y-Strainer, body to be ASTM A-126 Class B cast iron. End connections to be Class 125 flanged, tapped bolted bonnet with plug. Screen shall be .033 inch perforated type 304 stainless steel screen or 20 mesh type 304 stainless steel screen accessible without removing the strainer from the line. Acceptable Figure numbers: NIBCO Fig. F 721-A.
  - 3. Class 250 Threaded Cast Iron Y-Strainer: Strainer body to be ASTM A-126 Class B cast iron. End connections to be Class 250 threaded, tapped screw-in bonnet with plug. Screen shall be .033 inch perforated type 304 stainless steel screen or 20 mesh type 304 stainless steel screen accessible without removing the strainer from the line. Acceptable Figure numbers: NIBCO Fig. T-751-A
- G. VALVES (Copper Systems) – Press Fit
  - 1. Valves listed below shall be for domestic water systems and comply with the latest requirements of NSF-61-8.
    - a. 2 Inch and Smaller Ball Valves (On/Off):

Ball Valves with male or female press to connect shall be rated at 200 PSI CWP to +225°F maximum. Valves shall be manufactured in accordance with MSS SP-110 and constructed of dezincification resistant cast bronze bodies. Brass with more than 15% zinc shall not be approved. Valve shall have reinforced PTFE Seats, Blow-out Proof Stem, Full Port Ball, Chrome/Nickel Plated or Stainless Steel Ball for aggressive water.
    - b. 2 Inch and Smaller Check Valves (Swing Type):

Check valves shall be swing type Y pattern with male or female press to connect ends and shall be rated 200 PSI CWP to + 250°F maximum. Valves shall be manufactured in accordance with MSS SP-80. Body & cap shall be manufactured of dezincification resistant cast bronze ASTM B62 or ASTM B584 Alloy C8440. Valves shall have PTFE seat disc.

c. 2 Inch and Smaller Check Valves (Lift or Spring Type):

Incline resilient disc, spring actuated, 250psi rating, non-shock cold working pressure, 2500F maximum working temperature, bronze ASTM B584 alloy C84400. Stainless steel stem and disc holder and spring, EDPM O-ring.

- H. Insofar as possible, all valves of the same type shall be of the same manufacturer.
- I. Valve Manufacturers: Subject to compliance with requirements, provide valves of one of the following:

Apollo/Conbraco  
Stockham  
Nibco  
Milwaukee  
Watts  
Hammond  
Webstone

J. System Application:

1. Domestic Water:

- a. Check Valves - 2" & Smaller - threaded or soldered.
- b. Ball Valves - 3" & Smaller - threaded or soldered.
- c. Balance Valves - All sizes - threaded.
- d. Butterfly Valves - 4" and larger - flanged.
- e. Butterfly Valves – 3" and smaller – wafer type.

## 2.6 THERMOMETERS

- A. Separable socket, inserted into fluid flow, adjustable, hermetically sealed, red mercury, die-cast, baked enamel finish, double strength glass lens, white scale and black graduations.
- B. Scale: Select range of thermometer to indicate normal operating temperature at mid-point of scale for domestic water systems.
- C. Manufacturer: U.S. Gauge, H.O. Trerice, Moeller, Duro.

## 2.7 GAUGES

- A. Phosphor bronze bourdon tube, polypropylene case, gasketed glass crystal, aluminum dial, black graduations 4-1/2 inch diameter.

- B. Range: 0 to 150 psi, 5 pound intervals, 1/2 pound graduations.
- C. Manufacturers: Danton, U.S. Gauge, H.O. Trerice, Moeller.
- D. Install with bronze gauge cock.

## 2.8 ISOLATING FITTINGS

- A. Furnish isolating fittings between all sections of dissimilar piping materials or piping, general supports, equipment and supports, including piping hanger and rack supports where one material is ferrous and the other is non-ferrous.
- B. Install copper or brass piping or tubing in such a way as not to touch or come in contact with ferrous metals.
- C. Where ferrous piping or equipment is connected to copper or brass piping, make connection with insulating or dielectric unions to prevent electrolytic action between the ferrous and non-ferrous metals.
- D. Where copper or brass piping, tubing or fittings are anchored to, supported by or may come in contact with ferrous metal construction, provide an insulating nonconductor spacer of rubber, fiber or equivalent material to assure prevention of electrolysis.
- E. Manufacturer: Epco Sales, Inc., or insulated unions by Central Plastic Co.

## 2.9 ANCHORS AND GUIDES

- A. Anchors and guides shall be provided to support and maintain pipes in position and properly distribute expansion. The anchors and guides must be securely fastened to the building structure, and must be completely installed before the system is tested.
- B. Guides shall be as manufactured by J.J. McNally, Inc., Flexonics, Inc., Tube-Turns, American District Steam Co.

## 2.10 UNIONS

- A. Up to and including 2 inch pipe size: Screwed pattern, bronze-to-bronze seat.
- B. Above 2 inch pipe size: 125 Class Flanged pattern, A.S.A. sweat copper fitting, with gaskets, bolts and nuts.
- C. Copper tubing unions shall have sweated type ends. Flanged unions on copper tubing may be soldered connections.
- D. Materials and pressure ratings shall be the same as specified for the respective pipe and fitting system unless otherwise specified.

## PART 3 – EXECUTION

### 3.1 PIPING SYSTEM INSTALLATION REQUIREMENTS

- A. Drawings are generally diagrammatic and due to small scale, it is impossible to indicate all fittings, valves, gauges and specialties required. Provide complete operating systems and all necessary fittings, valves gauges and specialties whether or not indicated.
- B. Install all piping in accordance with the best practices of the trade and latest code requirements. Use uniform system materials throughout the building. All branch take-offs shall be off the top of the pipe.
- C. Pipe and fittings shall be clean from cutting burrs, foreign materials and defects in structure and threading. Make all cuts square. Ream after cutting. Clean off scale and dirt inside and outside, before assembly. Remove welding slag or other foreign material.
- D. Keep all piping as high as possible, consistent with proper pitch, to maintain maximum headroom. Cut piping accurately to measurements established at the building, work into place without springing, forcing or cutting of the building structure, and install as directly as possible between connecting points parallel with or at right angles to building construction, except as required to obtain pitch.
- E. Unless otherwise shown, run piping within the building, concealed in the walls, furred spaces, pipe spaces or above suspended ceilings. Unless otherwise noted, do not build in or bury horizontal piping in partitions. Install all exposed piping as closely as possible to walls, ceilings and columns, consistent with access and applicable insulation requirements.
- F. This project includes a return air plenum ceiling. Regardless of materials specified, all system piping and/or materials shall be non-combustible and shall be in full compliance with the requirements set forth in the IPC.
- G. All piping to drain to low points. Low points will be provided with drain valves with hose thread. All piping shall have high points vented with ball valve, nipple and threaded cap.
- H. Do not install trapped lines where water cannot be drained or air can accumulate without being vented.
- I. Piping shall run square with building lines.
- J. Piping shall not be insulated or covered until tested and until building is closed in.
- K. Necessary drains, off-sets, vents and drips shall be provided for coordination of the work as part of the contract.
- L. Piping shall not be installed over electrical transformers, panels, switchgear, substations, and control panels as per the National Electric Code. No piping shall be installed in elevator machine rooms unless it is directly related to the room's system equipment.
- M. Allow clearance for expansion and contraction.

- N. Install isolating fittings between sections of ferrous and non-ferrous pipe or connected equipment.
- O. Valves shall be installed with stems above horizontal.
- P. Valves shall be installed on all sides of equipment and control valves to allow isolation for repair.
- Q. Do not support piping from other piping, conduits or equipment. Provide additional bracing to prevent movement of trapeze piping, or any singular run of pipe to fixtures. Provide additional bracing on all piping through walls to flush valves to prevent movement during normal operation or performing maintenance on valves.
- R. Thermometers and gauges shall be installed where indicated on the drawings, required by equipment specifications and where indicated elsewhere in the specifications. Gauges shall be located at an elevation that can be readable.
- S. Unions shall be provided adjacent to all valves, at equipment connections, and where necessary to facilitate dismantling of the piping system.
- T. Ball valves to be installed with the proper clearance for operating the valve handle. A minimum clearance of 10" from center of valve to wall must be maintained for ease of operation.
- U. Thermometers are to be located so they can easily be seen from the floor in front of unit. Make final adjustment by tilting thermometer. Locate bulb in waterway with an oversized tee or elbow fitting.
- V. Install pressure gauges on incoming services both domestic water and fire services. Locate pressure gauge after main shut-off valve and ahead of water meter if one is provided within building.
- W. All pipe unions installed shall be accessible. Unions shall not be concealed or located in places where they cannot be maintained.
- X. Support and bracing of 4" and above pipe shall be in accordance with the CISPI Standards and IPC Chapter 3.

### 3.2 TAGS, CHARTS, AND IDENTIFICATION

- A. All piping shall be labeled in accordance with IPC 303.1 and 303.4.
- B. Identify each valve in all systems with black, numbered and stamped 1-1/2" brass or aluminum tags fastened to valve by brass chain and S-hook.
- C. Piping Identification: Provide identification and safety products, semi-rigid plastic, wraparound pipe markers with flow arrows and conforming to ANSI A13.1. Locate marker at each valve, changes in direction, where pipes pass thru barriers and every 25' of horizontal runs. Lettering on background shall be in accordance with the following colors:

Legend	Background	Lettering
1. Gas	- Yellow	- Black
2. Fire Protection	- Red	- White
3. Domestic Cold Water	- Green	- White
4. Domestic Hot Water (110° ^ 140°)	- Yellow	- Black
5. Domestic Hot Water Return (110° ^ 140°)	- Yellow	- Black
6. Sanitary Drainage	- Green	- White
7. Condensate Drainage	- Yellow	- Black
8. Vent	- Yellow	- Black
9. Storm Drainage	- Green	- White
10. Medical Gas	Conform to NFPA-99 Regulations	
11. Plant Compressed Air	- Yellow	- Black

- D. Provide 1/8" scale diagrams showing location, number and service or function of each tagged item.
1. Frame diagrams in approved metal frames with clear acrylic front, hinges, and locks.
  2. Secure to wall in Mechanical Room.
  3. Provide two additional separate copies permanently covered and bound.
- E. Available Manufacturers: Subject to compliance with requirements, manufacturer's offering identification markers which may be incorporated in the work are limited to the following:

Seton  
 Brimar  
 B-Line  
 Marking Services, Inc.

### 3.3 WELDING

- A. All concealed and inaccessible black steel piping shall be welded.
- B. All black steel piping larger than 2 inch shall be fusion welded.
- C. All elbows, tees and branch connections shall be made with welding fittings ANSI B16.9.
- D. Welding shall be in accordance with the ASME Boiler and Pressure Vessel Code Section IX.
- E. Furnish welder test certificate for review. Certificates of successful qualification by the following organizations shall be acceptable.
  1. ASME Boiler and Pressure Vessel Code
  2. ANSI Code for Pressure Piping
  3. National Certified Pipe Welding Bureau
  4. Military Specification MIL-STD-248

### 3.4 SOLDERING/BRAZING

- A. Connections between copper tubing and copper sweat fittings shall be made by soldering

using Taramet Sterling or approved substitute. Flux shall be non-corrosive type "Nokorode" or approved substitute or as recommended by the manufacturer of the solder.

- B. All solder shall be "lead nickel and antimony free" in accordance with the Federal Safe Drinking Water Act Amendments of 1986 and 1996 as is ASTM B-32 Grade TC.

Composition:

Tin	95%
Copper	4.0 – 5.0%
Selenium	.04 - .2%
Tensile Strength	7,130 psi
Shear Strength	5,970 psi
Melting temperature	410°F

- C. Tubing shall be cut square and then reamed and deburred. End of tubing and inside of fitting cup shall be cleaned with steel wool and the flux shall be applied to the clean surface before soldering. After soldering, the excess solder shall be wiped off while still plastic.
- D. Silver brazing alloy shall be equal to and shall be used for joints in:
  - 1. Medical Gas Piping (All Systems)
  - 2. Medical Vacuum Piping
- E. Brazed Joints:
  - 1. All brazed joints shall be cleaned. An approved flux shall be applied; joint filler metal shall conform to AWS A5.8.
  - 2. Flux shall meet AWS Standard A5.31, Type F83-A or F83-C.
- F. 410 solder shall be used for all joints in:
  - 1. Domestic cold water
  - 2. Domestic hot water
  - 3. Domestic hot water return
  - 4. Copper drainage piping
  - 5. Plant compressed air
- G. Lead-Tin (50-50) solder or any solder containing lead shall NOT be used or permitted for joint connections on this project.
- H. Where the silver brazing is performed in a confined non-ventilated space, a non-toxic, cadmium-free brazing alloy such as Stay-Brite shall be used instead of Easy-Flo. Bring joint to solder temperature or brazing temperature in as short a time as possible.
- I. Form continuous solder bead or brazing filler bead around entire circumference of joint.
- J. Wipe excess solder from joint area while solder is still plastic.

- K. Solder joints shall be in accordance with IPC Section 605.2, 605.14.3 and ASTM B838. Flux shall conform to ASTM B-813.

### 3.5 PRESS-FIT SYSTEM

- A. All new domestic water piping installed on this project shall be a solderless, press-fit, domestic water system. The system shall be Viega/Rigid or Nibco copper press fitting system. Fittings shall be rated 0" to 250" at 200 psi and tested to 600 psi.
- B. Mechanical joining shall be recognized by:
  - IPC International Plumbing Code
  - SBCCI Standard Plumbing Code
  - IAPMO Uniform Plumbing Code
  - PHCC National Standard Plumbing Code
- C. Press Connections: Copper press fitting joints shall be made in accordance with the manufacturer's installation instructions. The tubing shall be fully inserted into the fitting and the tubing marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark on the tubing to assure the tubing is fully engaged (inserted) in the fitting. The joints shall be pressed using the tool approved by the manufacturer.
- D. Note: Viega Press-fit or Nibco installation shall only be permitted on this project. Push-on shark-teeth, or any type connection fittings that are not Press-Fit, shall NOT be approved.
- E. T-drill mechanically formed tee fittings shall be used in conjunction with the ProPress Copper System in accordance with the IPC Chapter 6 Section 605.5.1, 605.5.1.2 and 605.14.1. Use caution around combustible material and follow all safety guidelines for open flame during silver brazing.

END OF SECTION 220010

**SECTION 220030: INSULATION & COVERING – PLUMBING**

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.

1.2 DESCRIPTION OF WORK

- A. This section includes insulation and covering furnished and installed on the following piping systems and equipment:
  - 1. Domestic cold water.
  - 2. Domestic hot water supply and return

1.3 REFERENCE STANDARDS

- A. Refer to Section 220000 for a general description of requirements applying to this section.
- B. Materials shall conform to the requirements of the NFPA Code.

1.4 QUALITY ASSURANCE

- A. Refer to Section 220010 for a general description of requirements applying to this section.

1.5 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 220000.
- B. Submit the following:
  - 1. Product data on all insulation and covering.

1.6 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.

PART 2 – PRODUCTS

2.1 PIPE INSULATION MATERIAL

- A. Fiberglass:
  - 1. Material: Preformed fiberglass bonded with resins to form circular pipe sleeves with factory applied, white all-service jacket bonded to reinforced foil vapor barrier jacketing. The jacket shall have factory-applied double pressure-sensitive adhesive closure and vapor sealing of longitudinal joints. Thermal Conductivity: .25 per inch at 100 degrees

- F. Flame spread of 25 and developed smoke of 50 or less.
  - 2. All Valves and Fittings:
    - a. Class fiber insert and premolded PVC cover, Manville "Zeston" and "Hi-Lo Temp Inserts" for valves and fittings.
    - b. Factory molded fibrous glass fitting covering for fittings.
    - c. Mitered sections of pipe covering for valves.
  - 3. Manufacturers: Johns-Manville, Certain-Teed, Owens-Corning.
- B. Closed Cell:
- 1. Material: Flexible elastomeric foamed plastic closed cell structure insulation 25/50 rated with a flame spread rating of 25 or less and a smoke developed rating of 50 or less.
  - 2. Flexible pipe insulation shall be a foamed plastic closed cell structure material, with a thermal conductivity of not more than 0.27 Btu/Hr./Sq. Ft./Inch at a mean temperature of 75 degrees F. The insulation shall have an average density of at least 2 pounds per cubic foot, shall be self-extinguishing, and shall have a water vapor transmission rating of not more than 0.1 perms. Between temperature limits of -40 degrees F and plus 220 degrees F, the insulation shall not indicate any deviation from its original state.
  - 3. Manufacturers: Armacel, Insul-Tube, Nomaco Insulation.
  - 4. Specification Compliance: (Latest accepted Standards and Codes)
    - IECC 804.5: Insulation thickness for domestic hot and recirculation mains.
    - ASTM-E-84 Flame spread and smoke developed.
    - NFPA 255: Standard method of test of surface burning of building materials.
    - ASTM C177: Thermal conductivity.
    - NFPA 90A, 90B: Flame & smoke rating
    - ASTM-C-534 Type 1 Tubular Grade, Self-Sealing
    - UL 181 Factory made air ducts and air connectors. (Armacell UL181 has to do with mold growth)
    - UL723 Test for surface burning characteristics of building materials.
    - ASTM G21/C1338: Fungi resistance
    - ASTM G2: Bacterial Resistance
    - ASTM D1056, 2B1: Standard spec for flexible cellular materials.
    - MIL-P-15280J, FORMT
    - MIL-C-3133B (MIL STD 670B) Grade SBE-3
    - MEA 96-85M

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Do not install until systems have been tested and meet requirements.

- B. Heavy work which may damage insulation shall have been completed in the vicinity of the insulation work.
  - C. All installations shall be made by skilled craftsmen regularly engaged in this type of work.
  - D. Insulation shall be continuous thru-wall, ceiling and floors.
  - E. Pipe and equipment to be clean and dry prior to insulating.
  - F. Install all insulation in strict conformance with manufacturer's instructions.
  - G. Install pipe insulation by slitting tubular sections and applying onto piping or tubing. Alternately, whenever possible, slide unslit sections over the open ends of piping or tubing. All seams and butt joints shall be adhered and sealed using Armaflex 520 or 520 BLV Adhesive. If when using AP Armaflex SS, only the butt joints shall be adhered using Armaflex 520 or 520 BLV Adhesive, Armaflex HT 625 Adhesive shall be used with HT Armaflex.
  - H. Insulation shall be pushed onto the pipe, never pulled. Stretching of insulation may result in open seams and joints.
  - I. Tape the ends of the copper tubing before slipping the Armaflex insulation over the new pipes to prevent dust from entering the pipe.
  - J. All edges shall be clean cut. Rough or jagged edges of the insulation shall not be permitted. Proper tools such as sharp, non-serrated knives must be used.
  - K. On cold piping, insulation shall be adhered directly to the piping at the high end of the run using a two-inch strip of Armaflex 520 or 520 BLV Adhesive on the ID of the insulation and on the pipe. All exposed end cuts of the insulation shall be coated with Armaflex 520 or 520 BLV Adhesive. All penetrations through the insulation and termination points must be adhered to the substrate to prevent condensation migration.
  - L. Sheet insulation shall be used on all pipes larger than 6" IPS. Insulation shall not be stretched around the pipe. On pipes larger than 12" IPS, adhere insulation directly to the pipe on the lower 1/3 of the pipe.
  - M. Seams shall be staggered when applying multiple layers of insulation.
- 3.2 VALVES, FLANGES AND FITTINGS:
- A. All fittings shall be insulated with the same insulation thickness as the adjacent piping. All seams and mitered joints shall be adhered with Armaflex 520 or 520 BLV Adhesive. Screwed fittings shall be sleeved and adhered with a minimum 1" overlap onto the adjacent insulation. Armaflex HT 625 Adhesive shall be used with HT Armaflex.
  - B. Valves, flanges, strainers and Victaulic couplings shall be insulated using Armaflex donuts that shall then be covered with sheet or oversized tubular insulation.

### 3.3 HANGERS

- A. Support piping system using high density inserts with sufficient compressive strength. The pipe support insulation shall be elastomeric foam with the same or greater thickness than the pipe insulation. All joints shall be sealed with Armaflex 520 or 520 BLV adhesive.
- B. Standard and split hangers: Piping supported by ring hangers shall have hangers insulated with the same insulation thickness as the adjacent pipe. All seams and butt joints shall be sealed with Armaflex 520 or 520 BLV Adhesive. Armaflex HT 625 Adhesive shall be used with HT Armaflex. Ring hangers may be sleeved using oversized tubular insulation. On cold piping, insulation shall extend up the hanger rod a distance equal to four times the insulation thickness. Insulation tape may be used to a thickness equal to the adjacent insulation thickness.
- C. Clevis Hangers or other pipe support systems: Saddles shall be installed under all insulated lines at unistrut clamps, clevis hangers or locations where the insulation may be compressed due to the weight of the pipe. All piping shall have wooden dowels or blocks of a thickness equal to the insulation inserted and adhered to the insulation between the pipe and the saddle.

It is highly recommended for continuous insulation protection to use hanger sizes equal to the outer diameter of the pipe plus insulation thickness

- D. Armafix IPH or Armafix NPH can be used to prevent compression of insulation at standard split, clevis hangers or other pipe support systems. To minimize the movement of Armafix, it is recommended that a pair of non-skid pads be adhered to the clamps. In addition, to prevent loosening of the clamps, use of an antivibratory fastener, such as a nylon-locking nut, is also recommended.

### 3.4 PIPE INSULATION – TYPES & THICKNESSES

- A. Flexible Closed Cell:

Piping System	Up to 3"	Over 3" to 6"	Over 6"
Cold Water	1/2"	1/2"	3/4"
Hot Water (120°)	1"	1"	1-1/2"
Hot Water Return (120°)	1"	1"	1-1/2"
Hot Water (140°)	1"	1"	1-1/2"
Hot Water Return (140°)	1"	1"	1-1/2"
Condensate Waste	1/2"	1/2"	-
Horizontal Storm (Primary)	1/2"	1/2"	3/4"
Horizontal Storm (Secondary)	-----Not Required-----		
Underside of Roof Drains	1/2"	1/2"	3/4"
Branch Waste From EWC's	1/2"	---	---
Handicap Lav Waste & Water	1/2"	---	---
Soil/Waste Piping Above Ceiling	1/2"	1/2"	3/4"

B. Fiberglass:

Piping System	Up to 3"	Over 3" to 6"	Over 6"
Cold Water	1/2"	1/2"	3/4"
Hot Water	1"	1"	1-1/2"
Hot Water Return	1"	1"	1-1/2"
Hot Water	1"	1"	1-1/2"
Hot Water Return	1"	1"	1-1/2"
Condensate Waste	1/2"	1/2"	---
Horizontal Storm (Primary)	1/2"	1/2"	3/4"
Horizontal Storm (Secondary)	1/2"	1/2"	3/4"
Underside of Roof Drains	1/2"	1/2"	---
Soil/Waste Piping Above Ceiling	1/2"	1/2"	3/4"

END OF SECTION 220030

## **SECTION 220110: DRAINAGE SYSTEMS – PLUMBING**

### 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.

#### 1.2 DESCRIPTION OF WORK

- A. This section includes:
  - 1. Soil and waste piping system work as indicated on drawings and schedules, and by requirements of this section.
  - 2. Applications for soil and waste piping systems include the following:
    - a. Above ground soil, waste and vent piping within buildings including soil stacks, vent stacks, horizontal branches, traps and connections to fixtures and drains.
    - b. Underground building drain piping including mains, branches, traps, connections to fixtures and drains, and connections to stacks, extension from the building, terminating at connection to site sewer.
  - 3. Trenching and backfilling required in conjunction with underground building drainage and site drainage piping as specified in Section 220000 is included as work of this section. Refer to Division I.

#### 1.3 REFERENCE STANDARDS

- A. Refer to Section 220000 for a general description of requirements applying to this section.

#### 1.4 QUALITY ASSURANCE

- A. Refer to Section 220010 for a general description of requirements applying to this section, and a listing of all applicable codes.

#### 1.5 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 220000.
- B. Submit the following:
  - 1. Product data on all systems equipment.
- C. See requirements for submission of cross referencing information.

1.6 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.

PART 2 – PRODUCTS

2.1 PIPING UNDERGROUND

- A. Interior:
  - 1. Sanitary drainage piping within the building and extending beyond the building wall, unless otherwise noted on the plans shall be an option selection of a, b, or c below:
    - a. Service weight hub and spigot pattern cast iron soil pipe and fittings with neoprene gaskets.
    - b. Hubless cast iron soil pipe and fittings with cast iron coupling clamps and gaskets or heavy duty 3.04-.016" thick stainless steel bands..

2.2 PIPING ABOVE GROUND

- A. All above ground storm water, condensate, soil, waste and vent piping shall be:
  - 1. Hubless cast iron soil pipe with cast iron drainage fittings, couplings and stainless steel clamp bands for piping 2" and larger.
  - 2. Copper tubing, type DWV with wrought copper solder type drainage fitting for piping smaller than 2" in size.

2.3 FLASHING

- A. All vents extending through the roof shall be flashed by the General Contractor. However, the Plumbing Contractor shall furnish and install the necessary counterflashing consisting of a Jay R. Smith Figure 1748 counterflashing fitting, or approved substitute as manufactured by Josam or Zurn. Vents shall terminate 18" above the roof.

2.4 SPECIAL EXPANSION COMPENSATION

- A. Special expansion compensation products required for storm, condensate, soil and waste piping systems include the following types:
- B. Cast Iron Drainage System Expansion Joints: Cast-iron body, adjustable bronze sleeve, bronze bolts with wing nuts; for vertical installation only.
- C. PVC Drainage System Expansion Joints: Factory prelubricated "O" ring expansion joint fitting. Installation must be in strict conformance with manufacturer's recommendations.

- D. Available Manufacturers: Subject to compliance with requirements. Manufacturers offering expansion joints which may be incorporated in the work include:

1. Cast Iron Piping Systems - J.R. Smith or approved substitute.

2.5 SYSTEMS EQUIPMENT

- A. Refer to Plumbing Fixture and Equipment Schedule for type, number, size and manufacturer of all drainage equipment and accessories.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering drainage equipment which may be incorporated in the work are limited to the following:

Floor Drains (all types)

Zurn  
Josam  
Wade  
Watts  
Smith  
MIFAB

Cleanouts

Zurn  
Josam  
Wade  
Watts  
Smith  
MIFAB

Interceptors

Zurn  
Josam  
Wade  
Watts  
Smith  
Woodford  
MIFAB

- C. Cross Reference Identification:

1. If the Contractor selects a manufacturer of drainage equipment products other than as identified on the Schedule but is selected from the available manufacturers listed above, a cover sheet shall be included with the submission of shop drawings indicating the cross referenced manufacturer and model number.
2. Shop drawings shall not be reviewed or accepted if not in compliance with this requirement.

## PART 3 – EXECUTION

### 3.1 INSTALLATION OF SOIL AND WASTE PIPING

- A. The Plumbing Contractor shall install a complete system of sanitary drainage piping as shown on the drawings. All drainage lines shall be properly run, trapped and vented in accordance with the local Plumbing Code and all dry vents, back vents, loop vents, revents or special vents required by the Code shall be furnished and installed by the Plumbing Contractor.
- B. Drainage lines of the sizes shown on the drawings shall be extended within the building with branches connecting to the base of all soil, waste and vent stack, etc., leaving outlets for connection to all fixtures, floor drains, as required.
- C. All changes in direction of drainage piping shall be installed with "Y" branches and 1/8 bends. All stacks shall be supported with concealed pipe clamps or hangers as required and the openings in the roof for the vent pipes will be provided by this Contractor.
- D. All drainage piping which will be located above suspended ceilings shall be checked for slope to assure positive drainage, prior to installation of the ceilings. Pressure tests for leaks, as hereinafter specified, shall also be performed prior to ceiling installation.
- E. Install soil and vent piping pitched to drain at minimum slope of 1/4" per foot (2%) for piping 3" and smaller, and 1/8" per foot (1%) for piping 4" and larger.
- F. Vertical to horizontal change in direction to be made with long radius fittings.
- G. Support all soil and waste piping per IPC Section 308.5, 308.6 and 308.7.

### 3.2 INSTALLATION OF SPECIAL EXPANSION COMPENSATION PRODUCTS

- A. Expansion Joints: Install expansion joints on vertical risers as indicated, and/or as required by International Plumbing Code.

### 3.3 INSTALLATION OF CLEANOUTS

- A. Cleanouts: Install in sanitary piping and storm conductor and building drain piping as indicated, and/or as required by International Plumbing Code; at each change in direction of piping greater than 45 degrees; at minimum intervals of 100' for all size straight run piping; and at base of each conductor. Install floor and wall cleanout covers for concealed piping, select type to match adjacent building finish.

### 3.4 INSTALLATION OF FLOOR DRAINS (ALL TYPES)

- A. Install floor drains in accordance with manufacturer's written instructions and in locations indicated.
- B. Install floor drains at low points of surface areas to be drained, or as indicated. Set tops of drains flush with finished floor.

- C. Install drain flashing collar or flange so that no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes, where penetrated.
- D. Position drains so that they are accessible and easy to maintain.
- E. All floor drains shall be provided with trap primer connections. All floor drains shall have a trap primer discharge line connected to the outlet.
- F. All exposed drainage piping shall be DWV copper pipe and fittings. All piping shall be rigidly supported off the wall with split ring clamps or uni-strut.

### 3.5 INSTALLATION OF INTERCEPTORS

- A. Install interceptors in accordance with manufacturer's written instruction and in location indicated.
- B. Install flow control fitting where indicated on the drawing and/or diagrams including vent relief piping.
- C. Interceptors shall be vented in accordance with the local plumbing code and as indicated on the drawings.

### 3.6 INVERTS AND ELEVATIONS

- A. Indicated inverts and elevations of existing utilities are approximate and based on the best information available. Upon award of Contract, Contractor shall verify in the field all such information and report any discrepancies to the Engineer before proceeding with work.

### 3.7 PIPING INSTALLED IN FILLED GROUND

- A. Piping located below floor slab in filled areas shall be supported either from the floor slab, or with masonry piers to undisturbed earth. Drainage piping shall be supported at each joint. Exterior piping located in filled areas shall be supported with piers.
- B. Details of supports and method of installation shall meet with the approval of the Engineer.

### 3.8 INSPECTION

- A. The Plumbing Contractor shall, upon completion of the drainage systems, secure from the Inspector and/or the Municipality under which the installation was made and inspected, certificates or letters of approval indicating the system has been installed satisfactorily. The Plumbing Contractor shall certify that all inspection fees, permits and charges have been duly paid.

END OF SECTION 220110

**SECTION 220120: DOMESTIC WATER SYSTEMS – PLUMBING**

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.

1.2 DESCRIPTION OF WORK

A. This Section includes:

- 1. Domestic water piping systems work is indicated on drawings and schedules and by requirements of this section.

B. Applications for water piping systems include the following:

- 1. Exterior fire/sprinkler service from connection 5'-0" beyond building foundation to flanged connection 12" above finished floor slab in Fire Pump Room.
- 2. Domestic cold-water piping.
- 3. Domestic hot-water piping.

C. Insulation for domestic water piping as specified in Section 220030 is included as work of this section.

D. Trenching and backfill required in conjunction with exterior water piping as specified in Section 220000 is included as work of this section. Refer to Division 1.

1.3 REFERENCE STANDARDS

- A. Refer to Section 220000 for a general description of requirements applying to this section.

1.4 QUALITY ASSURANCE

- A. Refer to Section 220010 for a general description of requirements applying to this section.

1.5 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 220000.

B. Submit the following:

- 1. Product data on all specialties and systems equipment.

1.6 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.

PART 2 – PRODUCTS

2.1 DOMESTIC WATER PIPING MATERIALS AND PRODUCTS

- A. Provide piping materials and factory fabricated piping products of sizes, types, pressure ratings, temperature ratings, and capacities as indicated. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements. Provide sizes and types matching piping and equipment connections; provide fittings of materials which match pipe materials used in domestic water piping systems. Where more than 1 type of materials or products are indicated, selection is Installer's option.

2.2 BASIC PIPE, TUBE AND FITTINGS

- A. Provide pipe, tube, and fittings complying with Division 22 Basic Materials and Methods section "Pipe, Tube, and Fittings", in accordance with the following listing:

- B. Interior Domestic Water Piping:

Tube Size 4" and Smaller: Copper tube.

Wall Thickness: Type "L" hard-drawn temper.

Fittings: Wrought-copper, solder-joints.

- C. Exterior Water Service Piping:

Pipe Size 4" and Over: Ductile-iron pipe with cement-mortar lining, and gasketed joints.

Pipe Weight: Schedule 150.

Fittings: Ductile-iron, with cement-mortar lining, mechanical joint.

2.3 BASIC PIPING SPECIALTIES

- A. Provide piping specialties complying with Section 220010 Basic Materials and Methods in accordance with the following listing:

Pipe escutcheons

Dielectric unions

Drip pans

Pipe sleeves

Sleeve seals

## 2.4 SPECIAL PIPING SPECIALTIES

- A. Water Hammer Arresters: Provide bellows or piston type water hammer arresters, pressure rated for 250 psi, tested and certified in accordance with PDI Standard WH-201.

## 2.5 BASIC VALVES

- A. Provide valves complying with applicable Division 22 sections "Valves", in accordance with the following listing:

- B. Sectional Valves:

- 2-1/2" and Smaller: Ball Valves.  
Gate Valves.

- 3" and Larger: Ball Valves.  
Butterfly Valves.

- C. Shutoff Valves:

- 2-1/2" and Smaller: Ball Valves.  
Gate Valves

- 3" and Larger: Ball Valves.  
Butterfly Valves.

- D. Drain Valves:

- All Hose End Threaded Gate or Ball Valves.

- E. Balancing Valves:

- 2" and Smaller: Ball Valves (Circuit Setter Type).  
(w/ Memory Stop)

- F. Check Valves:

- All Sizes: Swing Check Valves. Horizontal Installations  
Spring Check Valves. Vertical Installations

## 2.6 WATER METER

- A. Provide water meter and related piping conforming to applicable local Utility Company regulations and AWWA Standards.
- B. Water Meter: Provided by Local Utility Company. Provide roughing- in and bypass for meter in accordance with Utility Company requirements.

## 2.7 SYSTEMS EQUIPMENT MANUFACTURERS

- A. Refer to Plumbing Fixture and Equipment Schedule for type, number, size and manufacturer of all equipment and accessories.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering equipment which may be incorporated in the work are limited to the following:

Shock Absorbers:

Zurn  
Josam  
Wade  
Watts  
Smith  
PPP Inc.  
MIFAB

PART 3 – EXECUTION

3.1 INSTALLATION OF BASIC IDENTIFICATION

- A. Install mechanical identification in accordance with Section 220010 Basic Materials and Methods.
- B. Support vertical piping at floor levels using approved riser clamps. Clamp material shall be compatible with pipe material. Maximum vertical spacing shall be 10'-0". Domestic water piping shall be supported in accordance with the International Mechanical Code, Section 305 and Table 305.4 Spacing Intervals, or in accordance with MSS-SP-69. International Plumbing Code's latest edition, Section 308.5, accept as follows:
  - 1. Copper tubing ½" to 1-1/4" nominal size, not to exceed 6 ft. horizontal intervals.
  - 2. Copper tubing 1-1/2" and larger nominal size, not to exceed 10 ft. horizontal intervals.
  - 3. Copper tubing ½" to 1-1/4" nominal size, not to exceed 10 ft. vertical intervals.
  - 4. Copper tubing 1-1/2" and larger nominal size not to exceed 10 ft. vertical intervals.

3.2 INSTALLATION OF PIPING SPECIALTIES

- A. Install piping specialties in accordance with Section 220010 Basic Materials and Methods.
- B. Water Hammer Arresters: Install in upright position, in locations and of sizes in accordance with PDI Standard WH-201, and elsewhere as indicated.

3.3 REACTION BACKING

- A. All plugs, tees and elbows in the underground piping shall be provided with reaction backing consisting of concrete placed between solid undisturbed earth and the fitting to be anchored. Concrete shall be of such bearing area as to assure adequate resistance to the thrust to be encountered. In general, backing shall be so placed that the joint will be accessible for inspection and repair.

3.4 INSTALLATION OF VALVES

- A. Install valves in accordance with Division 22 Basic Materials and Methods section, "Valves".
- B. Sectional Valves: Install on each branch and riser, close to main, where branch or riser serves 2 or more fixtures, equipment connections, and elsewhere as indicated.
- C. Shutoff Valves: Install on inlet of each plumbing equipment item, and on inlet of each plumbing fixture, and elsewhere as indicated.

- D. Drain Valves: Install on each plumbing equipment item located to completely drain equipment for service or repair. Install at base of each riser, at base of each rise or drop in piping system, and elsewhere where indicated or required to completely drain domestic water piping system.
- E. Check Valves: Install on discharge side of each pump, and elsewhere as indicated.

### 3.5 INSTALLATION OF WATER METER

- A. Install water meter in accordance with Section 220010 Basic Materials and Methods.
- B. Meter shall be supported in accordance with the requirements of the Water Department.

### 3.6 EQUIPMENT CONNECTIONS

- A. Piping Runouts to Fixtures: Provide hot and cold water piping runouts to fixtures of sizes indicated, but in no case smaller than required by International Plumbing Code.
- B. Equipment furnished by the Owner or Contractors other than this Contractor: After equipment has been set in place, this Contractor shall furnish all labor and material required to make final connections, between roughing-in and the equipment. Install valves, fittings, trim and appurtenances furnished with the equipment. All exposed piping in the kitchen areas shall be chrome plated. Piping in other areas shall be of the same material as the system to which it connects.

### 3.7 SPARE PARTS

- A. Furnish to Owner, with receipt, one valve key for each key operated hydrant, bibb, or faucet installed.

### 3.8 INSTALLATION OF EXTERIOR WATER PIPING (5'-0" EXTENSIONS)

- A. Install exterior water service piping system in compliance with local governing regulations.
- B. Main Connections: Coordinate all work with the Site Contractor. The Plumbing Contractor shall make final connections of the domestic and fire protection water services.
- C. Water Service Piping: From the final connection points, extend water service piping of size and in locations indicated to the water service entrance in building. Provide ball valve at the domestic water service and a flanged connection with a  $\frac{3}{4}$ " blow-off valve for the fire protection water service (12" A.F.F.).
- D. Ductile-Iron Pipe: Install in accordance with ANSI/AWWA C-60.
- E. Test:
  - 1. Domestic Water Service: Minimum 125 psi.
  - 2. Fire Protection Water Service: Minimum 200 psi.
  - 3. Combination Domestic & Fire Protection Water Service: Minimum 200 psi.

- F. Sterilization: At completion of water service line installation, flush and sterilize in conformance with AWWA C-601, to satisfaction of local Authorities Having Jurisdiction.

3.9 DOMESTIC HOT WATER RETURN

- A. Where emergency showers are installed with thermostatic mixing valve, they shall require the installation of a hot water return line as detailed on the drawings.

END OF SECTION 220120

## **SECTION 220140: FIXTURES – PLUMBING**

### 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.

#### 1.2 DESCRIPTION OF WORK

- A. This Section includes:
  - 1. Plumbing fixtures and trim work as indicated by drawings and schedules, and by requirements of this section.
  - 2. Types of plumbing fixtures required for the project include the following:
    - Countertop Sinks
    - Sensor-Operated Flush Valves and Faucets
    - Manually Operated Faucets
    - Lavatory Shield Enclosure
  - 3. Refer to Section 220120 for domestic water piping systems used in conjunction with plumbing fixtures; not work of this section.
  - 4. Refer to Section 220110 for soil and waste piping systems used in conjunction with plumbing fixtures; not work of this section.

#### 1.3 REFERENCE STANDARDS

- A. Refer to Section 220000 for a general description of requirements applying to this section.

#### 1.4 QUALITY ASSURANCE

- A. Refer to Section 220010 for a general description of requirements applying to this section.
- B. Manufacturers: Firms regularly engaged in manufacture of plumbing fixtures of the type, style and configuration required, whose products have been in satisfactory use in similar service for not less than 3 years.
- C. Plumbing Fixture Standards: Comply with applicable portions of International Plumbing Code pertaining to materials and installation of plumbing fixtures.
- D. ANSI Standards: Comply with applicable ANSI standards pertaining to plumbing fixtures and systems.
- E. PDI Compliance: Comply with standards established by Plumbing and Drainage Institute pertaining to plumbing fixture supports.

- F. Federal Standards: Comply with applicable FS WW-P-541/- Series sections pertaining to plumbing fixtures.

#### 1.5 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 220000.
- B. Submit the following:
  - 1. Product Data: Submit manufacturer's specifications for plumbing fixtures and trim, including catalog cut of each fixture type and trim item furnished, roughing-in dimensioned drawings, templates for cutting substrates, fixture carriers, and installation instructions.
  - 2. Color Selection Data: Submit charts or samples for color selection where applicable.
  - 3. Maintenance Data: Submit maintenance data and parts lists for each fixture type and trim item, including instructions for care of finishes. Include this data in maintenance manual.

#### 1.6 WARRANTY/GUARANTEES

- 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.

#### 1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver plumbing fixtures individually wrapped in factory-fabricated containers.
- B. Handle plumbing fixtures carefully to prevent breakage, chipping and scoring the fixture finish. Do not install damaged plumbing fixtures; replace and return damaged units to equipment manufacturer.

### PART 2 – PRODUCTS

#### 2.1 PLUMBING FIXTURES

- A. Provide factory-fabricated fixtures of type, style and material indicated. For each type fixture, provide fixture manufacturer's standard trim, carrier, seats, and valves as indicated by their published product information; either as designed and constructed, or as recommended by the manufacturer and as required for a complete installation. Where more than one type is indicated, selection is Installer's option; but, all fixtures of same type must be furnished by single manufacturer. Where type is not otherwise indicated, provide fixtures complying with governing regulations.

#### 2.2 MATERIALS

- A. Unless otherwise specified, comply with applicable Federal Specification WW-P-541/-Series sections pertaining to plumbing fixtures, fittings, trim, metals and finishes. Comply with the requirements of WW-P-541/-specification relative to quality of ware, glazing, enamel,

composition and finish of metals, air gaps, and vacuum breakers, even though some plumbing fixtures specified in this section are not described in WW-P-541/-.

- B. Provide materials which have been selected for their surface flatness and smoothness. Exposed surfaces which exhibit pitting, seam marks, roller marks, foundry sand holes, stains, decoloration, or other surface imperfections on finished units are not acceptable.
- C. Where fittings, trim and accessories are exposed or semi-exposed, provide bright chrome-plated or polished stainless steel units. Provide copper or brass where not exposed.
- D. Stainless Steel Sheets: ANSI/ASTM A-167, Type 302/304, hardest workable temper. Finish: No. 4, bright, directional polish on exposed surfaces.
- E. Steel Sheets for Baked Enamel Finish: ANSI/ASTM A-591, coating Class C, galvanized-bonderized.
- F. Steel Sheets for Porcelain Enamel Finish: ANSI/ASTM A-424, commercial quality, Type 1.

## 2.3 PLUMBING FITTINGS, TRIM AND ACCESSORIES

- A. Water Outlets: At locations where water is supplied (by manual, automatic or remote control), provide commercial quality faucets, valves, or dispensing devices, of type and size indicated, and as required to operate as indicated. Include manual shutoff valves and connecting system pipes to permit outlet servicing without shut-down of water supply piping systems.
  - 1. Vacuum Breakers: Provide with flush valves where required by governing regulations, including locations where water outlets are equipped for hose attachment.
- B. P-traps: Include removable P-traps where drains are indicated for direct connection to drainage system. All traps shall be minimum 17 gauge.
- C. Escutcheons: Where fixture supplies and drains penetrate walls in exposed locations, provide chrome plated sheet steel escutcheons with friction clips.
- D. Aerators: Provide aerators of types approved by Health Departments having jurisdiction.
- E. Comply with additional fixture requirements contained in fixture schedule attached to this section.

## 2.4 FIXTURE LIST

- A. Refer to the "Plumbing Fixture & Equipment Schedule" as indicated on the drawings.

## 2.5 SENSOR-OPERATED FLUSH VALVES & FAUCETS

- A. This Contractor shall furnish and install complete and operating sensor operational faucets and flush valves where so indicated and noted. This shall include, but not be limited to, transformers and low voltage wiring.

- B. Electrical power wiring shall be provided at the pipe chases and lavatory wash stations as required by the Electrical Contractor. See Electrical Plans. All wiring beyond that point shall be considered control wiring and shall be the complete responsibility of the Plumbing Contractor.
- C. The Contractor shall have a complete understanding of the sensor operated equipment and system they are installing during the bid phase of the work. This includes all control wiring for the operation and function of the flush valves and faucets.
- D. The Contractor shall install the system in strict conformance with the manufacturer's written instructions. The installation shall be executed with good workmanship and to be clear of any interference with the user including the installation of lavatory protective shield enclosures.
- E. All faucet installations shall require a mixing valve for single water supply to faucet.
- F. All sensor wall-mounted boxes and/or panels, including setting heights, shall be strictly coordinated with the masonry contractor for both drywall and block wall installations.
- G. Flush valve electrical box positioning and support kits shall be provided wherever drywall partitions are installed. The kit shall be specifically designed to accurately position and ease the installation of the electrical box and the plumbing rough-in piping and valve. The kit shall be supplied by the flush valve manufacturer and installed by the Plumbing Contractor.
- H. The manufacturer's representative shall have at least two (2) site visits to verify that equipment and wiring are properly installed.
- I. The Contractor shall coordinate the location of the electrical power junction box with Electrical Contractor including the installation of the transformer unit. The Plumbing Contractor shall provide an adequate sized access panel for maintenance and servicing of the transformer and junction box. The Contractor shall locate the junction box and transformer where best suited either above the ceiling or pipe chase wall.

## 2.6 AVAILABLE MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering fixtures, trim and carriers which may be incorporated in the work include, and are limited to the following:

### Faucets/Trim (Sensor-Operated)

Sloan  
Speakman  
ToTo  
Chicago

### Flush Valves (Sensor-Operated, battery power with negen)

Zurn  
ToTo

### Stainless Steel Sinks

Elkay  
Just

Dayton  
Advanced-Tabco

B. Cross Reference Identification:

1. If the Contractor selects a manufacturer of drainage equipment products other than as identified on the Schedule but is selected from the available manufacturers listed above, a cover sheet shall be included with the submission of shop drawings indicating the cross referenced manufacturer and model number.
2. Shop drawings shall not be reviewed or accepted if not in compliance with this requirement.

PART 3 – EXECUTION

3.1 FIXTURE CONNECTIONS

- A. Connections to plumbing fixtures shall be of the sizes indicated on the "Plumbing Fixture & Equipment Schedule".
- B. The sizes indicated on the Schedule are for drainage and water piping serving an individual fixture; the sizes of the mains and branches shall be as indicated on the drawings.

3.2 FIXTURE SETTING HEIGHTS

- A. The plumbing fixtures shall be set in accordance with the heights established by the latest edition of codes and ADA requirements.

Note: Height indicated is established as follows:

Water Closets:	From finished floor to top of seat.
Urinals:	From finished floor to rim of fixture.
Lavatories & EWC:	From finished floor to rim of fixture.
Receptor Fitting:	From finished floor to center of fitting.
Shower:	From finished floor to center of shower head.

- B. Refer to Architectural drawings and sections for fixture elevations. Fixtures in various areas may be set at lower elevations. Confirm all rough-in elevations prior to any installation.

3.3 LAVATORY PROTECTIVE SHIELD ENCLOSURES

- A. Installation shall conform to manufacturer's written instructions.
- B. All items involved with wall-hung lavatory installations shall be roughed-in and installed within the enclosure. This includes the offset "P" trap assembly, thermostatic mixing valve, sensor faucet trim and accessories, electrical outlet. Coordinate all work required for complete concealment of all devices.

3.4 INSPECTION AND PREPARATION

- A. Examine roughing-in work of domestic water and waste piping systems to verify actual

locations of piping connections prior to installing fixtures. Also examine floors and substrates, and conditions under which fixture work is to be accomplished. Correct any incorrect locations of piping, and other unsatisfactory conditions for installation of plumbing fixtures. Do not proceed with work until satisfactory conditions have been corrected.

- B. Install plumbing fixtures of types indicated where shown and at indicated heights; in accordance with fixture manufacturer's written instructions, roughing-in drawings, and with recognized industry practices. Ensure that plumbing fixtures comply with requirements and service intended purposes. Comply with applicable requirements of the International Plumbing Code pertaining to installation of plumbing fixtures.
- C. Fasten plumbing fixtures securely to indicated supports or building structure; and ensure that fixtures are level and plumb. Secure plumbing supplies behind or within wall construction so as to be rigid, and not subject to pull or push movement.

### 3.5 CLEAN AND PROTECT

- A. Fixture shall be thoroughly cleaned after completion of installation.
- B. Protect installed fixtures from damage during the remainder of the construction period.

### 3.6 FIELD QUALITY CONTROL

- A. Upon completion of installation of plumbing fixtures and after units are water pressurized, test fixtures to demonstrate capability and compliance with requirements. When possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units and proceed with retesting.
- B. Inspect each installed unit for damage to finish. If feasible, restore and match finish to original at site; otherwise, remove fixture and replace with new unit. Feasibility and match to be judged by Architect/Engineer. Remove cracked or dented units and replace with new units.

END OF SECTION 220140

**SECTION 220150: EQUIPMENT – PLUMBING**

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.

1.2 DESCRIPTION OF WORK

- a. This section includes:
  - 1. Plumbing equipment as indicated on drawings and provisions of this section, including schedules and equipment lists associated with either drawings or this section.
  - 2. Types of plumbing equipment required for project include the following:

Solids Interceptor

1.3 REFERENCE STANDARDS

- A. Refer to Section 220000 for a general description of requirements applying to this section.
- B. UL and NEMA Compliance: Provide electric motors and electrical components required as part of plumbing equipment, which have been listed and labeled by Underwriters' Laboratories and comply with NEMA Standards.
- C. NEC Compliance: Comply with National Electrical Code (ANSI/NFPA 70) as applicable to installation and electrical connections of ancillary electrical components of plumbing equipment.
- D. ASME Relief Valve Stamps: Provide water heaters with safety relief valves bearing ASME valve markings.
- E. AWWA Compliance: Comply with applicable American Water Works Association Standards pertaining to steel water tanks.
- F. CSA and NSF Labels: Provide water tanks which have been listed and labeled by CSA International and National Sanitation Foundation.
- G. ASME Code Symbol Stamps: For the following equipment, comply with ASME Boiler & Pressure Vessel Code for construction and stamp with ASME Code Symbol:
  - Packaged Domestic Water Heater
- H. All packaged equipment shall be independently third party, labeled as a system for its intended use by a nationally recognized testing laboratory (NRTL) in accordance with OSHA Federal Regulations 29CFR 1910.303 and .349 as well as NFPA Pamphlet #70 and NEC Article 90.7.

1.4 QUALITY ASSURANCE

- A. Refer to Section 220010 for a general description of requirements applying to this section.

1.5 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 220000.
- B. Submit the following:
  - 1. Product data on all equipment including roughing-in data.
  - 2. Connection diagrams for related piping and specialties.

1.6 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

PART 2 – PRODUCTS

2.1 EQUIPMENT

- A. Refer to "Plumbing Fixture & Equipment Schedule" for type, numbers, size and manufacturer of all equipment accessories.

2.2 SOLIDS INTERCEPTOR

- A. Solids interceptor shall be cast iron, porcelain enameled inside and outside with lumaloy sediment bucket and removable bronze screens and lumaloy gasketed cover with locking device.

2.3 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering plumbing equipment shall be limited to the following:
  - 1. Solids Interceptors
    - Zurn
    - Josam
    - Wade
    - Ancon
    - Smith

PART 3 – EXECUTION

3.1 INSTALLATION OF SOLIDS INTERCEPTOR

- A. Install shall be in accordance with manufacturer's installation instructions and in compliance with applicable codes.

- B. Interceptor shall be set level. Inlet, outlet and piping shall be adjusted, as required, to insure proper elevations with respect to inlet and outlet.
- C. Installation shall fit within base cabinets including within shrouds for ADA access.
- D. Unit shall be installed such that it can be easily accessed and maintained.

END OF SECTION 220150

**SECTION 230200: GENERAL PROVISIONS – HVAC**

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 work of this Section.
- B. This 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.
- C. All Mechanical Systems shall be part of and included in all of the following: 230200 thru 230950.

1.2 WORK INCLUDED

- A. Provide labor, materials, equipment and supervision necessary to install complete operating HVAC Systems, including all work at the site and within the proposed construction areas to accomplish the required work.
- B. Wherever the term "provide" is used, it shall be understood to mean both "furnish" and "install".

1.3 REGULATIONS, CODES AND STANDARDS

- A. Work shall be performed in accordance with latest adopted codes, regulations and ordinances by authorities having jurisdiction. Observe all safety regulations.
- B. Obtain all permits and inspection certificates and pay all charges.
- C. Make or arrange for utility connections and pay all charges. (Designer Choice)
- D. Latest editions of any referenced standards shall govern.

1.4 RELATED WORK

- A. Refer to equipment shown or specified in sections of Division 1 thru 14 and 16 that will require Mechanical services and provide such service.
- B. Refer to work related to HVAC as shown on the following contract drawings:

Architectural & Structural  
Plumbing  
Electrical

- C. This Contractor shall coordinate with the work of Division 16 and the Fire Alarm System vendor for locations and mounting of all duct smoke detectors. These devices are shown on the Mechanical Drawings for reference only to show the intent of the work. All locations shall

be determined based on approved shop drawings from the Fire Alarm System vendor and the Contractor for the work of Division 16, Electrical.

#### 1.5 COORDINATION

- A. 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. Any necessary changes required will be included as part of this contract.
- B. Mechanical Contractor shall coordinate scheduling, submittals and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of independent work elements, with provisions to accommodate items that may be installed at a later time.
- C. Mechanical Contractor shall verify utility requirements and all characteristics of operating equipment are compatible with the building utilities. Coordinate the work of all sections related and required for installing, connection and placing in service of all equipment.
- D. Mechanical Contractor shall coordinate all space requirements, supports and installation of all mechanical, electrical, plumbing and fire protection work, which are indicated diagrammatically on the Drawings. Verify routing of all pipes, ducts, conduits and equipment connections. Maximize accessibility for other work, and service requirements for maintenance and repairs. Develop overall coordination drawing (all trades) and submit for review prior to fabrication/installation.
- E. Obtain written confirmation from all related trade Contractors and the Owner or his representative that requirements, conflicts and coordination issues have been discussed and resolved.
- F. Submit coordination drawings to verify access and clearances.

#### 1.6 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations..
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installation within unheated shelters.

## 1.7 SUBMITTALS

### A. Shop Drawings:

1. Shop drawings shall be submitted in accordance with Division 1 of these specifications except where herein modified.
2. Shop drawings comprising complete catalog cuts, performance test data for HVAC equipment as required by other sections of Division 23, 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, samples and similar materials, the Contractor represents that the Contractor 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 requirements contained in the contract documents for the work of all trades.
  - a. The Contractor and equipment manufacturer shall clearly indentify in all submittals and shop drawings any and all applications standards which require additional work to accommodate this equipment and provide a complete and operational system as described in the contract documents.
  - b. The Contractor shall be completely responsible for any and all additional costs associated with the changes required by this and all other trades.
3. Submit a 1/4" scale layout of all mechanical equipment rooms. All equipment and pads shall be to scale of equipment being furnished. Obtain size information of any and all equipment from other trades and indicate on drawings. The drawings shall be fully coordinated with all trades prior to submission. Indicate coil pull areas, filter pull areas, maintenance clearances, and access as applicable.
4. 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 contract documents.
  - f. Applicable contract drawings and specification section number.
  - g. Shop drawing title, drawing number, revision number, and date of drawing and revision.
5. Resubmit revised or additional shop drawings as requested.
6. 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.
7. 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.
  8. 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.
  9. No equipment shall be ordered, fabricated, etc., before approval of shop drawings.
- B. Contractor is responsible for the shop drawing coordination and interface with the work of other contracts and adjacent work. The relationship of Contractor's work shall be verified as it relates to adjacent and critical features of the work of this and all contracts and materials.
  - C. The Contractor shall submit a complete schedule of all shop drawings required for the scope of work covering all materials and equipment listed in all sections of Division 23, Mechanical, including all documents required for contract closeout, Owner instructions and training, and all turnover items at the completion of the work. This schedule shall be submitted for review and approval within thirty days of contract award and before any subsequent materials are provided for review.
  - D. The shop drawings provided by the Contractor will be reviewed only once and resubmittals will be reviewed only once. Any other submittals will be billed to the Contractor at the Engineer's standard rates.

#### 1.8 SITE INSPECTION

- A. The Contractor shall visit site, inspect, and become aware of all conditions which may effect the work during the estimation phase of his work prior to bid openings. Investigate utilities, protection requirements for adjacent facilities, storage locations, and access to the construction area.
- B. Submission of a bid will be deemed evidence of having complied with this requirement.

#### 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 not be limited to all: space requirements, code clearances, type-horsepower-capacities-number and size of services required from other trades including all auxiliary items provided by this Contractor and all other trades, and all manufacturer's specific equipment applications standards and requirements, for approved equipment including that which is basis of design or a substitution. The bidding related contractor and equipment manufacturers shall clearly identify in all submittals and shop drawings any and all applications standards which require additional work to accommodate this equipment and provide a complete and operational system as described in the contract documents. If the bidding contractor or manufacturer does not comply with these requirements then they shall be completely responsible for any and all additional costs associated with the changes required by this and all other trades.
- E. Where only one brand name or manufacturer is identified, no substitutions are permitted (Design Choice)
- F. 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. Architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.
  - 2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
    - a. Comparison of the qualities of the proposed substitution with that specified.
    - b. Changes required in other elements of the work because of the substitution.
    - c. Effect on the construction schedule.
    - d. Cost data comparing the proposed substitution with the Product specified.
    - e. Any required license fees or royalties.
    - f. Availability of maintenance service, and source of replacement materials.
  - 3. Architect shall be the judge of the acceptability of the proposed substitution.
  - 4. A request for a substitution constitutes a representation that Bidder:
    - a. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
    - b. Will provide the same warranties or bonds for the substitution as for the Product specified.
    - c. 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.

- d. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.10 LUBRICATION

- A. Provide 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 EQUIPMENT START-UP

- A. Verify proper installation by manufacturer or his representative.
- B. Advise General Contractor/Construction Manager/Owner's Representative (Choose one) 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/Construction Manager/Owner's Representative (Choose one).
- D. Perform field mechanical balancing in accordance with Section 230950: TESTING AND BALANCING OF MECHANICAL SYSTEMS.
- E. The Mechanical Contractor shall own as part of his work, the following:

Provide one (1) additional drive set, if necessary, to obtain final design balancing requirements. The Mechanical Contractor shall coordinate with Balancing Firm and equipment manufacturer for drive selection, including belts and pulleys.

1.12 OPERATION & MAINTENANCE INSTRUCTIONS

- A. Properly and fully instruct Owner's personnel in the operation and maintenance of all systems and equipment.
  - 1. Contractor to demonstrate all systems to Engineer for verification of operation prior to Owner's instruction period.
  - 2. Provide two (2) 4-hour sessions of training to School District Maintenance Staff.
- 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, complete schedule of air filters for each unit type in Excel spreadsheet format, 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.
- G. Provide to the Owner any special tools necessary for operation and routine maintenance of any of the equipment.
- H. Upon completion of the project, the Mechanical Contractor shall provide a complete set of legible as-built drawings for the Owner.
- I. Furnish three (3) copies of a professionally taped video and three (3) copies of professionally prepared drawings demonstrating the following:
  - Locations of main shut-off valves.
  - Procedures for equipment start-up and seasonal shut-downs.
  - Procedures for maintenance.
  - Provide written version of all procedures included in video.

The above should cover all equipment/systems including, but not limited to, the following:

- Hot water distribution system.
- Chilled water distribution system.
- Air handlers
- Energy recovery unit
- Fans
- Pumps
- D/X cooling units
- Boilers
- VAV box
- Unit ventilators/fan coil units
- Chillers
- Cooling tower
- ATC System

#### 1.13 TOOLS

- A. All equipment furnished by the Mechanical 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 Mechanical Contractor identified as to their use or the equipment applicable in a written transmittal to the Owner.

#### 1.14 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.

- B. Provide for the safety and good condition of all materials and equipment until final acceptance by the Owner. Protect all materials and equipment from damage. Provide adequate and proper storage facilities during the progress of the work. Special care shall be taken to provide protection for bearings, open connections, pipe coils, pumps, compressors and similar equipment.
- C. All fixtures, piping, finished surfaces and equipment shall have all grease, adhesive labels and foreign materials removed.
- D. All piping shall be drained and flushed to remove grease and foreign matter. Pressure regulating assemblies, traps, and similar items shall be thoroughly cleaned. Remove and thoroughly clean and reinstall all liquid strainer screens after the system has been in operation ten (10) days.
- E. When connections are made to existing systems, the Mechanical Contractor shall do all cleaning and purging of the existing systems required to restore them to the condition existing prior to the start of work.
- F. Clean-up: Remove from the premises, all unused material and debris resulting from the performance of work under this section.

#### 1.15 TEMPORARY USE OF EQUIPMENT

- A. The use of permanent equipment and terminal units during the construction period shall be done at the specific direction of the Construction Manager or the Owner's Representative, and as permitted by Local Code.
- B. Whenever equipment has been used as directed, the Mechanical Contractor shall change unit filters as required in other sections of Division 23, as well as vacuum clean the interior of all unit enclosures to a like-new condition, including cleaning of coils. Under no circumstances will energy recovery equipment be used for temporary purposes.
- C. Mechanical Contractor shall also vacuum clean the interior of all connecting ductwork, fittings, dampers, air outlets and inlets.
- D. Mechanical Contractor shall also provide the Owner with a full and complete warranty required in other sections of Division 23 and the General Conditions of the contract.

### PART 2 – PRODUCTS

#### 2.1 GENERAL

- A. All material and equipment shall be new and of present day manufacture, and shall conform to accepted standards of the trade where such a standard has been established for the particular type of equipment or material.

- B. Whenever equipment or material is referred to in the singular, such as "the fan", it shall be deemed to apply to as many such items as necessary to complete the work.

## 2.2 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. During loading, transporting and unloading exercise care to prevent damage to material.
- B. Store all materials in dry enclosures or under protective coverings out of way of work progress.
- C. Material shall not be allowed to be stored directly on ground.
- D. Deliver in manufacturer's original cartons or on skids.
- E. Handle and protect so as to prevent damage to product or any surrounding material.

## 2.3 CONCRETE

- A. Concrete shall be in accordance with Section 03300, or ACI-613. Designer choice if 03300 is not used.

## 2.4 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 Mechanical Contractor under the contract documents.

## PART 3 – EXECUTION

### 3.1 PROTECTION

- A. Plug or cap open ends of piping systems, conduit and ductwork.
- B. Stored materials shall be covered to prevent damage by inclement weather, sun, dust or moisture.
- C. Protect all installed work until accepted in place by the Owner.
- D. Plates, polished metal escutcheons, thermostats and other finished devices shall not be installed until masonry, tile, and painting operations are complete unless otherwise protected.
- E. Protect all work from operations which may cause damage such as hauling, welding, soldering, painting, insulating and covering.

### 3.2 WORKMANSHIP

- A. Install all work neat, trim and plumb with building lines.
- B. Install work in spaces allocated.

- C. Cutting and patching shall be performed by skilled tradesmen normally employed for the work involved.
- D. This Contractor shall provide a complete weathertight seal to all new systems in the building including the necessary caulking, weather-stripping and insulation.

### 3.3 EXCAVATION

- A. The excavation shall be of the open-trench method and to the depths and widths as may be necessary. The Mechanical Contractor shall do all excavation required in connection with his work. Bottoms of trenches shall be excavated to a uniform grade. All materials excavated shall be deposited on the side of the trenches and beyond the reach of the slides. Excavated material shall not be piled where it will interfere with traffic. If rock is encountered, it shall be removed by the General Contractor. See provisions in Division 2.
- B. No conduits shall be bedded directly on rock. They shall be cushioned by a 6-inch layer of crushed stone or gravel of selected grade, of size to pass through 3/4" mesh sieve. Not less than 30% shall be fine which will pass through a 3/8" mesh sieve.

### 3.4 SHORING AND PUMPING

- A. The Mechanical Contractor shall provide all shoring, bracing or sheet piling necessary to maintain the banks of his excavation and shall take out same as the work progresses and filling in has been accomplished. Shoring shall be in accordance with OSHA Standards.
- B. The arrangement of shoring must be such as to prevent any movement of the trench banks and consequent strains on the conduits. Shoring shall be provided to prevent damage to work installed by other trades.
- C. The Mechanical Contractor shall do all pumping required to keep his excavations free of water. The water shall be conveyed in piping or watertight troughs a sufficient distance that it will flow from the site and not affect other work being performed.

### 3.5 BACKFILLING

- A. After work in trenches has been completed, they shall be filled with select fill in 8" layers and shall be pneumatically tamped before the next layer of material has been filled in. The backfill shall be free of excavated rock, cinders, stones, brickbats or other debris.
- B. Wherever rock is removed, the Mechanical Contractor shall secure and fill select clean earth to a minimum depth of 3'-0" above the top of the pipe. Unless otherwise indicated, no rock shall be deposited in the trench fill. This clean earth fill shall be procured other than from the site unless permission for earth borrow from the site is granted by the Architect. If site borrow is permitted, the topsoil removal, relocation and finished grading will be accomplished as directed by the Architect.
- C. Under no circumstances shall excavated material be left where it will interfere with the Owner's or other Mechanical Contractor's operations.
- D. All earth and other materials taken from the trenches and not required for backfilling shall be deposited where directed, or removed from the premises as directed by the Architect.

- E. Any rock removed from the excavation shall be removed from the project site by the Mechanical Contractor.
- F. Trenches which pass under wall footings or within 18" of column footings shall be backfilled with clean concrete. To secure adequate foundation support, the method and depositing of the concrete fill shall be as directed by the Architect. To prevent the concrete from adhering to the pipe, necessary pipe protection shall be applied.

### 3.6 EQUIPMENT SETTING

- A. Provide as a minimum, a 4 inch concrete pad beneath all floor-mounted equipment. Install anchor bolts in pour.
- B. Provide as a minimum, spring vibration isolation under any equipment 10 HP and over and rubber in shear vibration isolation on any equipment up to 10 HP. For further specifications and additional requirements, refer to other sections.
- C. Concrete shall be 3,000 psi, 28 day compressive strength in accordance with ACI-613. Reinforce with No. 4 rod 12" on centers both ways or as otherwise detailed.

### 3.7 FASTENERS, HANGERS AND SUPPORTS

- A. Provide all hangers and supports required to suspend, mount, or hang the work.
- B. Provide all miscellaneous steel angles, channels, beams, clips, brackets and anchors necessary to hang or support the work. Provide submissions for review.
- C. Install concrete inserts before concrete is poured.
- D. Drilled inserts shall not be loaded more than 1/4 rated capacity.
- E. Power-driven fasteners shall not be allowed for piping larger than 2 inch, or equipment. When used they shall not be loaded more than 1/8 rated capacity or 200 pounds.
- F. All hangers, miscellaneous steel, braces and supports shall be galvanized, cadmium plated, or primed steel. Copper tubing shall be supported with copper hangers.
- G. Piping shall be supported from adjustable clevis type hangers with insulation pipe saddles or pipe shields in accordance with piping support spacing table on the drawings. Where hangers are 18" or longer provide lateral bracing at every fourth hanger.
- H. Support vertical piping at floor levels. Piping shall have split rings.
- I. Any lintels required for openings for this work if not indicated on Architectural or Structural drawings shall be provided under this Section.
- J. Piping on the roof shall be supported by an engineered, prefabricated hanger system specifically designed for installation on the roof without roof penetrations, flashing or damage to the roofing material. The system shall consist of bases made of high density polypropylene plastic with additives for UV protection, hot dipped galvanized structural steel

frames, hangers, fasteners, rods, etc. The system shall be complete and designed to fit the piping installed under actual conditions of service. The system shall be furnished as manufactured by PHP Systems & Design or Anvil International Haydon H-Block. (Designer Choice)

### 3.8 SLEEVES

- A. Provide each pipe, duct or conduit passing through a masonry or concrete wall, floor or partition with a sleeve made from standard weight steel pipe for pipe or conduit and No. 12 gauge galvanized steel for ducts, with smooth edges, securely and neatly cemented in place. Provide each pipe, duct or conduit passing through a frame or metal partition with a sleeve made from No. 22 gauge galvanized sheet metal, securely fastened in place.
- B. Be responsible for the proper location and alignment of all sleeves.
- C. Provide hydrostatic seals for sleeves passing through outside walls, either above or below grade, or through hydrostatically sealed slabs or floors on grade. Provide fire-rated seals for all sleeves which penetrate fire-rated walls.
- D. Install both piping and sleeve seals so as to maintain integrity of seals with expansion and contraction of piping.
- E. Set floor sleeves flush with floor surface in finished areas, 1" above the finished floor in kitchens, cafeterias, and similar service areas unless such areas are slab-on-grade; 1" above the floor in mechanical rooms, pipe chases, pipe spaces and other unfinished areas, unless otherwise indicated, and flush with the underside of slabs. Extend wall and partition sleeves through and cut flush with each surface unless otherwise indicated or specified.
- F. Select sleeves two pipe sizes larger than any pipe or conduit that is to remain uncovered, unless otherwise required by the sealing method specified. Where pipes are to be covered, provide sleeves large enough to allow the covering to pass through the sleeves with sufficient clearance for sealing as specified hereinafter. Size sleeves for branch piping from vertical risers large enough to permit vertical expansion at the riser.
- G. Select duct sleeve sizes to suit requirements of fire and/or smoke dampers (Choice) and sealing methods as specified.
- H. Place sleeves imbedded in concrete floors or walls in the forms before concrete is poured; sleeves shall have integral waterstop flanges, where they are to receive either watertight or hydrostatic seals.
- I. Install sleeves passing through above-grade floors of mechanical rooms, toilet rooms, kitchens or similar service areas where liquid leaks or spillover may occur in a watertight manner. Sleeves shall be such that waterproofing membrane can be flashed around and into the sleeve where necessary.
- J. Seal sleeves for pipes or conduit passing through ceiling air plenum walls or the floor above air tight in a manner similar to that specified for fire-rated sleeves. (Choice)
- K. Hydrostatic Sealing Method: Provide compressible synthetic rubber seals, equivalent to LINK SEAL, manufactured by the Thunderline Corporation, or THRUWALL manufactured by

O.Z. Gedney. Install seals in accordance with the manufacturer's recommendations to provide air tightness aboveground and hydrostatic sealing belowgrade. Caulking or other type mastic is not acceptable.

L. Fire-Rated Sealing Method:

1. Sleeves, openings and sealants shall comply with applicable codes, recommended practices and standards, and manufacturer's instructions. Fire sealants shall have ability to prevent spread of flame, smoke or water throughout the penetration and shall pass 3 hour test, UL test ASTM E814 and UL 1479.
2. Products: Chase Corporation CTC PR-855, O. Z. Gedney CRS/CAFS, 3M Electro-Products Division Putty 303 or Caulk CP25 penetration sealing kits, General Electric Company sealants type RTV-850, 6428 or 7403, Thunderline Corporation "Link-Seal Pyro-Pak". Installation and type of sealant to be used as recommended by the manufacturer.

3.9 PLATES

- A. Provide chrome plated plates wherever piping passes into finished area.
- B. Plates shall be securely fastened to piping or building construction.
- C. Floor plates shall cover 1 inch sleeve extension.

3.10 OFFSETS, TRANSITIONS, MODIFICATIONS

- A. Provide all offsets necessary to install the work and to provide clearance for other trades.
- B. Maintain adequate headroom and clearance.
- C. Incidental modifications necessary to the installation of the systems shall be made as necessary and as approved by the Architect.

3.11 RECESSES

- A. Furnish information to the Construction Manager or General Contractor as to sizes and locations of recesses required to install panels, boxes, and other equipment or devices which are to be recessed in walls.
- B. Make offsets or modifications as required to suit final locations.

3.12 LABELING

- A. All HVAC equipment such as pumps, fans, air handling units, and devices requiring identification for operating procedures shall be provided with permanent black laminated micarta white core labels with 3/8 inch letters.
- B. This shall also apply to all controllers, remote start/stop pushbuttons and equipment cabinets.

- C. This shall not apply to individual room thermostats.
- D. All Mechanical Rooms shall be identified with a permanent placard of red-white-red laminated, commercial grade, plastic construction. Letters shall be minimum one inch high and read in capital letters: WARNING – MECHANICAL EQUIPMENT ROOM – LIMITED ACCESS. Placard shall be centered on each door leading into the mechanical room at five feet above the floor and attached at each corner with brass screws.
- E. Refrigeration Machinery Rooms shall be identified with a permanent placard of red-white-red laminated, commercial grade, plastic construction. Letters shall be minimum one inch high for the header to read in capital letters: WARNING – REFRIGERATION EQUIPMENT ROOM – LIMITED ACCESS. The following information shall be posted in a similar fashion, minimum half-inch high capital letters, indicating:
  - 1. The name and address of the installer.
  - 2. The refrigerant number and amount of refrigerant in pounds.
  - 3. The lubricant identity and amount in pounds or ounces as appropriate.
  - 4. The field test pressure applied to the equipment in psig.

Placard shall be centered on each door leading into the refrigeration equipment room at five feet above the floor and attached at each corner with brass screws.

- F. At all fire damper, smoke damper and combination fire/smoke damper locations, access doors in ductwork shall be identified with a permanent placard of red-white-red laminated commercial grade plastic construction, minimum one-half inch high capital letters, reading, "FIRE DAMPER", "SMOKE DAMPER", "FIRE/SMOKE DAMPER" as appropriate for the installation. Attach securely to face of access door with brass screws at each corner, sealed airtight.

### 3.13 FLASHING AND COUNTERFLASHING

- A. Roof curbs, etc., shall have counterflashing fittings. General Contractor shall provide flashing.
- B. Piping and conduit thru the roof shall be flashed by the General Contractor. Provide counterflashing.
- C. Provide curbs with base features required to match roof materials, finishes and configuration; e.g., flat, sloped, raised seam, etc.

### 3.14 ACCESS

- A. Locate all equipment, valves, devices and controllers which may need service in accessible places.
- B. Where access is not available, access panels shall be provided. Furnish access panels to the Construction Manager or General Contractor for installation.
- C. Access panels shall be Nailor-Hart Industries, Karp Co., or Controlled Air Manufacturing Limited, with 16 gauge frames and 14 gauge steel door, prime painted.

- D. Maintain access clearances for tube or fan removal, coil pulls, and filter removal.

### 3.15 WIRING AND MOTOR CONTROLS

- A. Packaged equipment shall be furnished with disconnect switches, starters, overloads, factory furnished and wired by the unit manufacturer.
- B. Roof-mounted exhaust fans, except utility sets, rated less than 1/2 HP at 115 volts, single phase, shall be furnished with disconnect switches, factory furnished and wired by unit manufacturer.
- C. Rooftop equipment shall be furnished with starters, disconnect switches, overloads, factory furnished and wired by unit manufacturer.
- D. This Contractor shall furnish all information and assistance required for the Electrical Contractor to purchase all motor starters that are not specified to be part of the mechanical equipment.
- E. Control wiring shall be provided under this Division of the work.
- F. All wiring shall be in accordance with the National Electrical Code and as recommended by the equipment manufacturer.

### 3.16 UTILITIES (DESIGNER NOTE: INCLUDE B AND C IF NEEDED)

- A. Do not interrupt any utility or service to the Owner without adequate previous notice and schedule.
- B. Arrange and pay for the relocation, disconnection or removal of, or relocate, disconnect or remove existing utilities and services where such work is shown or where such utilities or services interfere with new construction, whether or not shown. Provide all excavation, backfilling and paving required by such work. (Choice)
- C. Perform alteration of utilities and services in accordance with the rules, regulations and requirements of the involved utility companies, regulatory agencies having jurisdiction. (Choice)

### 3.17 CUTTING AND PATCHING EXTERIOR SURFACES (DESIGNER NOTE: INCLUDE ONLY FOR UNDERGROUND SITE WORK)

- A. This Contractor shall be responsible for returning disturbed paved and/or grass areas to original condition where excavation for utilities has been required.
- B. Cut and patch paved areas to match original surface.
- C. Properly tamp backfill before finishing or repairing disturbed area surfaces.

3.18 OPENINGS - CUTTING, REPAIRING

- A. This Contractor shall cooperate with the work to be done under other sections in providing information as to openings required in walls, slabs and footings for all piping, ductwork and equipment, including sleeves where required.
- B. Any drilling or cutting required for the performance of work under this Section, shall be the responsibility of this Contractor and the cost thereof shall be borne by him.
- C. Holes in Concrete: Sleeves shall be furnished, accurately located and installed in forms before pouring of concrete. This Contractor shall pay all additional costs for cutting of holes as the result of the incorrect location of sleeves. All holes through existing concrete shall be either core drilled or saw cut. All holes required shall have the approval of the Structural Engineer prior to cutting or drilling.
- D. It shall be the responsibility of this Contractor to ascertain that all chases and openings are properly located.

3.19 PAINTING (DESIGNER NOTE: COORDINATE WITH ARCHITECT)

- A. The General Contractor shall be responsible for painting.

**OR**

- A. Refer to the Construction Manager's Scope of Work.

**OR**

- A. This Contractor shall be responsible for painting required in conjunction with cutting and patching of existing building construction, in areas which are not scheduled for painting under the General Contract. This Contractor shall also be responsible for painting existing equipment, and/or piping, where finish is damaged by new work, in these same areas.
- B. Refer to Division 1 for types of paint, color and finish.
- C. Surfaces subjected to temperatures below 180 degrees F, shall be painted with one coat of rust-resisting paint and one coat of high gloss enamel or sufficient finish coats for complete and uniform cover and high glossy finish.
- D. Surfaces subjected to temperatures above 180 deg. F, shall be painted with one coat of heat-resistant paint and one coat of heat resistant enamel, or sufficient finish coats for complete and uniform cover and high glossy finish.
- E. All painting shall be done in a careful, neat and workmanlike manner, with particular care being exercised to protect adjacent building and equipment finishes. All surfaces shall be thoroughly cleaned of dirt, rust, scale, dust, grease, oil, debris and sanded, sand blasted or power brushed to properly prepare to provide bond for the paint. Contractor shall be entirely responsible for cleaning and preparing all surfaces. Should evidence appear that the surface was not properly prepared, the Contractor shall remove paint, prepare surface and repaint, as required, at no additional cost.

- F. All name plates, data plates that indicate manufacturer, model, size, capacity codes or identifying data on equipment painted, shall not be painted, but shall be carefully cut in.
- G. All exposed canvas, insulation jackets and other porous surfaces shall be cleaned and sized with at least two coats of sizing primer before finish coats are applied. Sizing shall completely cover canvas so that canvas will not be noticeable through the final finish coat.
- H. Equipment factory painted and not damaged shall not be painted, except equipment herein specified to be painted a particular color. Damaged surfaces on factory painted equipment will necessitate the painting by this Contractor.
- I. Grilles, access panels, fan screen, convector, and unit heater enclosures and other prime-coated equipment in finished areas, will be painted by the General Contractor.
- J. Piping, fans, floor-mounted pipe supports, containers, hangers, pump and other equipment surfaces that are insulated or uninsulated shall be finished in accordance with the Owner's color code.
- K. The Mechanical Contractor shall furnish and lay drop clothes in all areas where painters finish work is being done, to protect floors and roofs and all other work from defacement. All temporary protections or coverings removed too early from any part of the work shall be promptly replaced, and any damage from neglect to do so shall be made good at the Mechanical Contractor's expense.
- L. At the end of each day, the Mechanical Contractor shall place in covered metal containers, or destroy, all cloths, waste and refuse, which have been used in the application of inflammable paint materials. At the completion of work, all staging, scaffolding, containers and debris shall be removed from premises, leaving all painting in perfect and clean condition. Upon completion, leave the work clean and free from blemishes. Hardware, tile, marble, and similar material shall be thoroughly cleaned of all paint.

### 3.20 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.
- B. Guarantee shall be extended on an equal time basis for all non-operational periods due to failure within the guarantee period.
- C. All materials and equipment provided and/or installed under this section of the specifications shall be guaranteed for a period of one year from date of acceptance of the work by the Owner unless otherwise specified in Division 1. Should any trouble develop during this period due to defective materials or faulty workmanship, the Mechanical Contractor shall furnish necessary labor and materials to correct the trouble without any cost to the Owner. Any defective materials or inferior workmanship noticed at time of installation and/or during the guarantee period shall be corrected immediately to the entire satisfaction of the Owner.
- D. In the event of occupancy by the Owner prior to final acceptance of the project, the guarantee date for equipment placed in operation shall be mutually agreed to by the Mechanical Contractor and the Owner's representative.

- E. Contractor to include an 11 month “walk-thru” of the building systems with representatives of the School District, Architect, Engineer and the Construction Manager. The purpose is to establish a list of corrective work that relates to operational issues, material/installation deficiencies, etc. prior to the expiration of the guarantee period.

### 3.21 DRAWINGS

- A. The Mechanical Systems are indicated on the Contract Drawings. Certain pertinent information and details required by the Mechanical Work appear on the Architectural, Structural and Electrical Drawings; become familiar with all drawings, and incorporate all pertinent requirements.
- B. Drawings are diagrammatic and indicate the general arrangement of systems and requirements of the work. Do not scale drawings. Exact locations of fixtures and equipment, not specifically shown, shall be obtained before starting work.

### 3.22 TESTING AND BALANCING OF MECHANICAL EQUIPMENT

- A. Perform field mechanical balancing in accordance with Section 230950: TESTING AND BALANCING OF MECHANICAL SYSTEMS.
- B. The Mechanical Contractor shall own as part of his work, the following:

Provide one (1) additional drive set, if necessary, to obtain final design balancing requirements. The Mechanical Contractor shall coordinate with Balancing Firm and equipment manufacturer for drive selection, including belts and pulleys.

END OF SECTION 230200

**SECTION 230210: BASIC MATERIALS AND METHODS – HVAC**

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 230200 for HVAC General Provisions.
- C. Refer to other sections in Division 23 for materials and methods not specified herein.

1.2 DESCRIPTION OF WORK

- A. Included in this Section are the following:

- 1. Copper Tubing & Fittings
- 2. Unions

1.3 REFERENCE STANDARDS

- A. Refer to Section 230200 for a general description of requirements applying to this section.
- B. Install work to meet the requirements of the following:
  - 1. \_\_\_\_\_ Dept. of License and Inspections
  - 2. International Mechanical Code
  - 3. Gas Utility Company
  - 4. NFPA
  - 5. OSHA
  - 6. ASHRAE
  - 7. Manufacturer's Standardization Society (MSS) of the valve and Fittings Industry, Inc.:  
SP-58 Pipe Hangers and Supports Materials, Design and Manufacture.  
SP-69 Pipe Hangers and Supports Selection and Application
- C. Appliances and materials governed by UL requirements shall meet such requirements and bear the label.

1.4 QUALITY ASSURANCE

- A. Provide adequate supervision of labor force to assure that all aspects of the specifications are being fulfilled.
- B. Verify that all work and equipment is installed in accordance with manufacturer's warranty requirements.

## PART 2 – PRODUCTS

### 2.1 COPPER TUBING & FITTINGS

#### A. Refrigeration Piping:

1. Copper tubing: Type ACR, hard drawn temper.
2. Fitting: Wrought-copper, solder joints, ASME B16.22 or ASME B16.26.
3. Joints: Brazed, American Welding Society (AWS) Class BCUP-5 for brazing filler metal.

#### B. Water Piping:

1. Tubing: Hard drawn seamless ASTM B-88 Type "L" aboveground.
2. Soft seamless ASTM B-88 Type "K" below-ground.
3. Joint Material: Brazed joints, low temperature silver-bearing solder.
  - a. Flux shall be non-toxic type and non-corrosive.
4. Fittings: ASME B16.15, B16.18, B16.22, or B16.26.
5. Contractor's option: For water systems using ASTM B88 Type K or L hard drawn copper tubing in pipe sizes ½" to 2", provide copper press connections with fittings that conform to material and sizing requirements of ASME B16.18 or ASME B16.22 with O-ring seals made from commercial grade EPDM. All copper press fittings shall be made in accordance with the manufacturer's tools and accessories, and all published installation instructions as furnished by Ridgid/Viega Pro Press System.

#### C. Condensate Drain Piping:

1. Pipe: Copper tubing Type DWV.
2. Fittings: Wrought copper solder type drainage fittings, ASME B16.23 or B16.29.

### 2.2 UNIONS

- A. Up to and including 2 inch pipe size: Screwed pattern, bronze-to-bronze seat.
- B. Above 2 inch pipe size: Flanged pattern, A.S.A. forged steel, with gaskets, bolts and nuts.
- C. Copper tubing unions shall have sweated type ends. Flanged unions on copper tubing may be soldered connections.
- D. Materials and pressure ratings shall be the same as specified for the respective pipe and fitting system unless otherwise specified.

## PART 3 – EXECUTION

### 3.1 PIPING SYSTEMS

- A. All piping to drain to low points. Low points shall be provided with drain valves with hose thread.
- B. All piping shall be arranged to have air vents at high points.

1. Air vents shall be automatic in operation when located in Boiler Rooms, Chiller Rooms and Mechanical Equipment Rooms. All air vents shall be provided with a PVC drain line which shall be routed to the nearest floor drain. Several air vents may be tied together.
  2. Air vents shall be manual in operation in all other locations.
- C. Do not install trapped lines where water cannot be drained or air can accumulate without being vented.
  - D. Piping shall run square with building lines.
  - E. Piping shall not be insulated or covered until tested and until building is enclosed. (Choice)
  - F. Necessary drains, off-sets, vents and drips shall be provided for coordination of the work as part of the contract.
  - G. Running or close nipples are not permitted.
  - H. Piping shall not be installed over electrical transformers, panels, switchgear, substations, and control panels. No piping shall be installed in elevator machine rooms.
  - I. Exposed insulated piping risers in unfinished spaces shall be covered with 22 gauge galvanized steel sleeves from floor to ceiling. Refer to Section: Insulation & Covering – HVAC for additional requirements.
  - J. Allow clearance for expansion and contraction.
  - K. Install eccentric piping fittings where change in sizes occurs in piping systems. Tops of pipes shall remain level for hydronic systems. Bottom of pipe shall remain level for steam systems.
  - L. Install isolating fittings between sections of ferrous and non-ferrous pipe or connected equipment.
  - M. Do not support piping from other piping, conduits or equipment.
  - N. Strainers shall be installed on suction of all pumps, inlets of control valves, and where indicated on drawings.
  - O. Thermometers and gauges shall be installed where indicated on the drawings, required by equipment specifications and where indicated elsewhere in the specifications.
  - P. Flexible connectors shall be provided on suction and discharge piping of all base mounted pumps.
  - Q. Unions shall be provided adjacent to all valves, at equipment connections, and where necessary to facilitate dismantling of the piping system.
  - R. Install expansion joints, expansion compensators, anchors and guides in piping systems as shown on the drawings and in accordance with manufacturer's written instructions.

1. Provide anchors and guides on both sides of the expansion compensator or expansion joint in accordance with EJMA Standards.
2. Provide anchors and moment guides in each pipe, with the first moment guide located the equivalent of four-pipe diameters from the compensator, and the second guide fourteen pipe diameters beyond the first guide.
3. Remove all shipping blocks, stays, setscrews, etc., from all compensators and moment guides. Pipe centerlines shall be aligned.
4. During initial system pressurization, all pipe guides and anchors must be secure and functioning.

S. Material Requirements for Systems:

1. Heating Hot Water Supply & Return Piping:
  - a. Schedule 40 black steel.
  - b. Type L hard copper.
  - c. Grooved End black steel.
2. Chilled Water Supply & Return Piping:
  - a. Schedule 40 black steel.
  - b. Type L hard copper.
  - c. Grooved End black steel.
3. Condenser Water Supply & Return Piping:
  - a. Schedule 40 black steel.
  - b. Grooved End black steel.
4. Make-up Water: Type L hard copper.
5. Dual Temperature Water Supply & Return Piping:
  - a. Schedule 40 black steel.
  - b. Type L hard copper.
  - c. Grooved End black steel.
6. AC Condensate Drain (including pumped condensate):
  - a. Type DWV copper.
  - b. Schedule 40 PVC.
7. Fuel Oil Supply & Return Piping: Schedule 40 black steel.
8. Refrigerant Piping: Type ACR hard copper.

- 9. Steam Supply Piping: Schedule 40 black steel.
- 10. Steam Condensate Return: Schedule 80 black steel.
- 11. Pumped Steam Condensate Return: Schedule 40 black steel.
- 12. Heat Pump Loop Supply & Return Piping:
  - a. Schedule 40 black steel.
  - b. Type L hard copper.
  - c. Grooved End black steel.

- 13. Pool Water Supply & Return Piping:
  - a. Schedule 40 CPVC.

### 3.2 TAGS, CHARTS AND IDENTIFICATION

- A. See Paragraph "Labeling" in GENERAL PROVISIONS for equipment labeling.
- B. Identify each valve in all systems with black, numbered and stamped 1- 1/2" brass or aluminum tags fastened to valve by brass chain and S-hook.
- C. Provide 1/8" scale diagrams showing location, number and service or function of each tagged item.
  - 1. Frame diagrams in approved metal frames with clear acrylic front, hinges, and locks.
  - 2. Secure to wall in Mechanical Room.
  - 3. Provide two additional separate copies permanently covered and bound.
    - a. Include one (1) copy in the Operation and Maintenance Manuals.
- D. Piping Identification: Identify piping with Seton "Setmark" or Brimar, semi-rigid plastic, wraparound pipe markers with flow arrows and conforming to ANSI A13.1. Locate marker at each valve, changes in direction, where pipes pass thru barriers and every 25' of horizontal runs. Lettering on background shall be in accordance with the following colors:

Legend		Background	Lettering
1.	Chilled Water Supply	- Green	- White
2.	Chilled Water Return	- Green	- White
3.	Cooling Tower Water Supply	- Green	- White
4.	Cooling Tower Water Return	- Green	- White
5.	Gas	- Yellow	- Black
6.	Heating Water Supply	- Yellow	- Black
7.	Heating Water Return	- Yellow	- Black
8.	Fuel Oil Supply/Return	- Yellow	- Black
9.	Dual Temperature Water Supply	- Yellow	- Black

Legend		Background	Lettering
10.	Dual Temperature Water Return	- Yellow	- Black
11.	Refrigerant Liquid	- Yellow	- Black
12.	Refrigerant Gas	- Yellow	- Black
13.	Boiler Blow Down	- Yellow	- Black
14.	Boiler Feedwater	- Yellow	- Black
15.	Cold Water Make-up	- Green	- White
16.	Steam Supply	- Yellow	- Black
17.	Condensate Return	- Yellow	- Black
18.	Pumped Condensate	- Yellow	- Black
19.	Vent	- Yellow	- Black

E. Provide color coded 1" diameter markers on ceiling tile grids to indicate system and valve locations.

Condenser Water: - Green  
 Steam: - Yellow  
 Heat Pump Water: - Purple  
 Chilled Water: - Blue  
 Hot Water: - Red  
 Dual Temperature Water: - Red

F. Manufacturers: Seton "Setmark", Brimar, B-Line MSI.

G. Painting of Piping and Pipe Insulation:

(NOTE TO SPECIFIER: IF PAINTING OF PIPING AND PIPE INSULATION IS DESIRED, AND IS TO BE PART OF THIS CONTRACT, INCLUDE FOLLOWING PARAGRAPHS AND DELETE THE LABELING REQUIREMENT IN PARAGRAPH "D" ABOVE. DO NOT INCLUDE BOTH. GENERALLY, ALL PAINTING WORK IS BETTER LOCATED IN THE ARCHITECT'S SPECIFICATIONS)

1. Mechanical Contractor shall paint or provide painting for all new, low pressure steam, supply, condensate, chilled water supply and return, and hot water supply and return piping exposed in Mechanical Rooms. Where piping is insulated, the insulation shall be painted.
2. General Application Requirements: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate, for type of material being applied and for ambient conditions. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Apply paint at edges, corners, joints, welds and exposed fasteners in manner which will ensure dry-film thickness equal to that of flat surfaces. Allow sufficient time between successive coats for proper drying (comply with manufacturer's drying instructions).
3. After painting, piping shall be stenciled with identifying names with directional arrows every 10' as follows:

	<u>Lettering</u>	<u>Background</u>
a. Chilled Water Supply & Return (CWS) (CWR)	- White	- Green
b. Steam Supply (Steam)	- Black	- Yellow
c. Condensate Return (Cond)	- Black	- Yellow
d. Domestic Cold Water (DCW)	- White	- Green
e. Fuel Oil Supply/Return (FOS) (FOR)	- Black	- Yellow
f. Vent (VENT)	- Black	- Yellow
g. Hot Water Supply & Return (HWS) (HWR)	- Black	- Yellow
h. Gas (NG)	- Black	- Yellow

H. Painting of Ductwork:

(NOTE TO SPECIFIER: THIS SHOULD BE IN ARCHITECT'S SPECIFICATIONS. IF IT IS TO BE IN HVAC SPECIFICATIONS, INCLUDE THE FOLLOWING PARAGRAPH:)

Provide painting for all exposed ductwork in Mechanical Rooms and in all finished spaces. Prime and paint two coats with the proper metal primer for the material and two coats of a flat or semi-gloss metal protective paint.

3.3 WELDING

- A. All concealed and inaccessible black steel piping shall be welded.
- B. All black steel piping larger than 1-1/4 inch may be fusion welded.
- C. All elbows, tees and branch connections shall be made with welding fittings ANSI B16.9.
- D. Welding shall be in accordance with the ASME Boiler and Pressure Vessel Code Section IX.
- E. Furnish welder test certificate for review. Certificates of successful qualification by the following organizations shall be acceptable.
  - 1. ASME Boiler and Pressure Vessel Code
  - 2. ANSI Code for Pressure Piping
  - 3. National Certified Pipe Welding Bureau
  - 4. Military Specification MIL-STD-248

3.4 SOLDERING/BRAZING

- A. Connections between copper tubing and copper fittings shall be made with the appropriate filler metal. Flux shall be non-corrosive type as recommended by the manufacturer of the filler metal, and conforming to AWS A5.8.
- B. Tubing shall be cut square and then reamed and deburred. End of tubing and inside of fitting cup shall be cleaned with steel wool and the flux shall be applied to the clean surface before joining. After joining, the excess filler metal shall be wiped off while still plastic.
- C. Silver brazing alloy shall be equal to Easy-Flo by Handy and Harmon or Sta-Brite silver solder and shall be used for joints in:

1. Hot water heating piping
  2. Chilled water piping
  3. Air conditioning condensate drain piping
  4. Dual temperature water piping
  5. Cold water fill and make-up piping
  6. Condenser water piping
- D. Where the silver brazing is performed in a confined non-ventilated space, a non-toxic, cadmium-free brazing alloy such as braze 560 by Handy & Harman shall be used.
- E. Refrigerant piping shall be silver brazed using Harris Sil-Fos 15 or equivalent, with nitrogen purge.
- F. Bring joint to solder temperature or brazing temperature in as short a time as possible.
- G. Form continuous solder bead or brazing filler bead around entire circumference of joint.
- H. Wipe excess solder from joint area while solder is still plastic.

### 3.5 STEAM SPECIALTIES

- A. Install steam specialties in accordance with manufacturer's instructions, and in accessible locations to permit service. When located behind heating enclosures, center steam specialties on access door. Install in neat and workmanlike manner. Use only wrenches on brass specialties; wrench marks will not be permitted.
- B. Thermostatic Traps: Install on outlet of each steam heating terminal unit.
- C. Float and Thermostatic Traps: Install on outlet of each steam drip. Install strainer ahead of trap if not integral with trap, union and gate valve on inlet and outlet.
- D. Thermodynamic Traps: Install on high pressure steam piping. Install strainer ahead of trap if not integral with trap, union and gate valve on inlet and outlet.
- E. Inverted Bucket Traps: Install on high pressure steam piping. Install strainer ahead of trap if not integral with trap, union and gate valve on inlet and outlet.
- F. Pressure Reducing Valves: Install in accordance with equipment manufacturer's written instructions, in accessible location to permit service. Install in accordance with manufacturer's written instructions. Install 3-valve bypass with globe valve in bypass line, full size of inlet. Provide steam pressure gauge at inlet and outlet, and steam safety valve at outlet.
- G. Steam Vents: Install where indicated. Install shutoff valve between float vents and steam piping, pipe outlet to suitable plumbing drain.

### 3.6 ELECTRIC HEATING CABLE (OMIT IF COVERED IN DIV. 26 ELECTRICAL)

- A. Install heating terminals in accordance with equipment manufacturer's written instructions, and with recognized industry practices, to ensure that heating terminal equipment fulfills

requirements. Comply with applicable installation requirements of NEC and NECA's "Standard of Installation".

- B. Install electric heating cable after piping test completion and before piping insulation is applied.
- C. Clean dust and debris from each heating terminal as it is installed to ensure cleanliness.
- D. Grounding: Provide equipment grounding connections, sufficiently tight to assure a permanent and effective ground, for heating terminals.
- E. Testing: Upon completion of installation of heating terminals and after building circuitry has been energized, test heating terminals to demonstrate capability and compliance with requirements. Where possible, field correct malfunctioning units, then retest to demonstrate compliance.

END OF SECTION 230210

**SECTION 230215: VALVES**

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 230200 for HVAC General Provisions.
- C. Refer to other sections in Division 23 for materials and methods not specified herein.

1.2 DESCRIPTION OF WORK

- A. This Section includes the following:
  - 1. Hot Water Heating System

1.3 QUALITY ASSURANCE

- A. Provide adequate supervision of labor force to assure that all aspects of the specifications are being fulfilled.
- B. Verify that all work and equipment is installed in accordance with manufacturer's warranty requirements.

PART 2 – PRODUCTS

2.1 HOT WATER HEATING SYSTEM

- A. Gate Valves - 2" and smaller:

Valves 2" and smaller shall be of Class 150 with body and union bonnet of ASTM B-62 cast bronze composition, threaded or solder ends, solid disc, copper-silicon stem, brass packing gland, Teflon- impregnated packing, and malleable handwheel.

Recommended valves:

Threaded:	Solder:
Stockham B-120 (RS)	Stockham B-124
Stockham B-130 (RS)	----
Hammond IB629	IB648
Nibco T134	S134

Class 200 valves meeting the above specifications may be used where pressure requires - Stockham B-132 (threaded - RS).

B. Ball Valves - 3" and smaller:

Valves 3" and smaller shall be 600 psi CWP, have cast brass bodies, replaceable reinforced Teflon seats, conventional port, blowout proof stems, chrome plated brass ball, and threaded or solder ends with extended solder cups. Provide extended valve handle to accommodate up to 2" of insulation with non-thermal conductive material, insulation plug, cap and protective sleeve.

Recommended valves:

Threaded:	Solder:
Stockham S-216-BR-RT	Stockham S-216-BR-RS
Worcester 4112 RT	---
Jamesbury II 1100TT	----
Apollo 70-100	Apollo 70-200
Nibco T580-70BR	S580-70BR-R
Inline 334	----

Drain valves, 1/2" or 3/4", shall be 600 psi CWP, with stainless steel trim, cast bronze body, 2-piece with cap and chain, full port stainless steel ball and stem, RTFE ball seat, threaded or soldered inlet connection, cap rated for 150 psi.

Recommended valve:

Stockham S-285-BR-R-66-HC

C. Gate Valves - 2-1/2" and larger:

Valves 2-1/2" and larger shall be Class 125 iron body, bronze mounted, with body and bonnet conforming to ASTM A-126 Class B cast iron, flanged ends, with Teflon-impregnated packing and two-piece packing gland assembly.

Recommended valves:

Stockham G-623 (OS&Y) RS  
Stockham G-612 (NRS)

	OS&Y	NRS
Nibco	F618-0	F639-31
Hammond IR1140		

D. Globe Valves - 2" and smaller:

Valves 2" and smaller shall be of Class 150 with body and union bonnet of ASTM B-62 bronze, copper-silicon alloy stem, brass packing gland, Teflon-impregnated packing and malleable handwheel.



Note: In Treated Systems, valves with aluminum bronze disc (ASTM B-148 Alloy 954) and EPT or EPDM sleeve may be preferred.

Recommended valves:

Stockham LG-512-BS3-E	Lever operated
Stockham LG-522-BS3-E	Gear operated

**OR**

For Butterfly Valves on dead end service or requiring additional body strength, valves shall be high performance, bubble-tight, lug-wafer type, conforming to ASTM A-126 Class B cast iron, drilled and tapped.

Recommended valves:

Stockham LG-712-DS3-E	Lever operated
Stockham LG-722-DS3-E	Gear operated

Lever:	Gear:
Demco NE-150-5215351	NE-150-5215359-2097
Norris R3010-13SS-1F	R3010-13SS-2K
Keystone Fig. 129	129
Center Line Series LT	Series LT
Grinnell LC8201-1	LC 8202-1

TREATED SYSTEM:

Recommended Valves:

Stockham LG-712-BS3-E	Lever operated
Stockham LG-722-BS3-E	Gear operated

Alternative for above is Stockham Ductile Iron Butterfly Valves conforming to ASTM-A-395 ductile iron.

Ductile Valves:

Stockham LD-512-DS3-E or LD-512-BS3-E  
(lever operated-wafer body)

Stockham LD-522-DS3-E or LD-512-BS3-E  
(gear operated-wafer body)

Stockham LD-712-DS3-E or LD-712-BS3-E  
(lever operated-lug body)

Stockham LD-722-DS3-E or LD-712-BS3-E  
(gear operated-lug body)

Note: Butterfly valves in dead end service require both upstream and downstream flanges for proper shutoff and retention.

G. Check Valves - 2" and smaller:

Valves 2" and smaller shall be Class 150 with bodies and caps of ASTM B-62 bronze composition and threaded ends. Class 150 valves shall have lift-type Buna-N-disc and union caps, and are to be used in lines with globe valves.

Recommended valves:

Stockham B-322-B  
Hammond IB948  
Milwaukee 510

For backflow prevention in lines with gate valves, Y-pattern valves with swing-type disc are recommended.

For Class 150 Service, threaded ends:

Stockham B-321

For Class 200 Service, threaded ends:

Stockham B-345  
Hammond IB949  
Nibco T453-BY

H. Check Valves - 2-1/2" and Larger:

Valves 2" and larger shall be iron body, bronze mounted, with body and cap conforming to ASTM A-126 Class B cast iron, flanged ends, and swing-type disc.

Recommended valves:

Stockham G-931  
Hammond IR1124  
Nibco F918-B

**OR**

Alternative for the above listed check valves shall be Class 125/250 iron body, bronze mounted, Wafer Check Valve, with ends designed for flanged type connection, aluminum bronze disc, EPDM seats, 316 stainless steel torsion spring, and hinge pin.

Recommended valves:

Stockham WG-971

Mission K12 HMP  
Center Line CLC Series

Marlin A125 HZDSF

PART 3 – EXECUTION

3.1 PIPING SYSTEMS

- A. All piping to drain to low points. Low points shall be provided with drain valves with hose thread.
- B. Valve body construction shall match piping system material.
- C. Install isolating fittings between sections of ferrous and non-ferrous pipe or connected equipment.
- D. Valves shall be installed with stems above horizontal.
- E. Valves shall be installed on all sides of equipment and control valves to allow isolation for repair.
- F. Unions shall be provided adjacent to all valves, at equipment connections, and where necessary to facilitate dismantling of the piping system.

3.2 TAGS, CHARTS AND IDENTIFICATION

- A. Identify each valve in all systems in accordance with requirements of Section 230210.

END OF SECTION 230215

**SECTION 230230: INSULATION & COVERING - HVAC**

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 230200 for HVAC General Provisions
- C. Refer to Section 230210 for HVAC Basic Materials & Methods.

1.2 DESCRIPTION OF WORK

- A. This Section includes insulation and covering provided on the following piping and equipment:
  - 1. Steam and Condensate Piping
  - 2. Cold Water Make-Up Piping
  - 3. Hot Water Heating Piping
  - 4. Chilled Water Piping
  - 5. Condensate Drain Lines
  - 6. Dual temperature water piping.
  - 7. Refrigerant Piping.
  - 8. Cold Equipment Surface
  - 9. Hot equipment surfaces.
  - 10. Exterior Piping
  - 11. Heating Water Recovery
  - 12. Acoustic Duct Liner
  - 13. Reusable Valve Covers
  - 14. Insulated Pipe Saddles
- B. Insulation shall be installed on the following duct systems:
  - 1. All supply ductwork.
  - 2. All return ductwork.
  - 3. All outside air intake and relief ductwork.
  - 4. All ductwork connected to energy recovery units.

1.3 REFERENCE STANDARDS

- A. Refer to Section 230200 for a general description of requirements applying to this section.

1.4 QUALITY ASSURANCE

- A. Refer to Section 230210 for a general description of requirements applying to this section.
- B. Install insulation in accordance with manufacturer's recommendations.

- C. Provide adequate supervision of labor force to assure that all aspects of the specifications are being fulfilled.

#### 1.5 SUBMITTALS

- A. Submit shop drawings, installation instructions, and manufacturer's literature of all materials specified in accordance with Section 230200.
- B. Submit fabrication instructions for pipe fitting and valve insulation.
- C. Submit manufacturer's joining recommendations for butt joints and longitudinal seams.

#### 1.6 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.

### PART 2 – PRODUCTS

#### 2.1 PIPE INSULATION MATERIAL

##### A. Fiberglass:

1. Material: Preformed fiberglass bonded with resin to form circular pipe sleeves with factory applied, white all service jacket bonded to reinforced foil vapor barrier jacketing. The jacket shall have factory applied double pressure-sensitive, self-sealing, adhesive closure and vapor sealing of longitudinal joints. Thermal conductivity: 0.24 Btu/Hr./SF/inch at 100 degrees F. Flame spread of 25 and developed smoke of 50 or less.
2. All Valves and Fittings:
  - a. Glass fiber insert and pre-molded PVC cover, Johns Manville Corp. "Zeston" and "Hi-Lo Temp Inserts" for fittings. Glass fiber or prefabricated elastomeric foam fittings must fill the entire space within the cover completely.
  - b. Factory molded fibrous glass fitting covering for fittings. Coat ends with Fosters 30-36 lagfast adhesive
  - c. Mitered sections of pipe covering for valves.
3. Manufacturers: Johns Manville Corp., Certain-Teed, Owens- Corning, Knauf, Armacell.

##### B. Closed Cell:

1. Material: Black flexible elastomeric foamed closed cell structure insulation 25/50 rated with a flame spread rating of 25 or less and a smoke developed rating of 50 or less with both a moisture seal and a reinforced elastic foam lap seal closure system.

2. Flexible pipe insulation shall be a foamed elastomeric closed cell structure material, with a thermal conductivity of not more than 0.27 Btu/Hr./Sq. Ft./Inch at a mean temperature of 75 degrees F. The insulation shall have an average density of at least 2 pounds per cubic foot, shall be self-extinguishing, and shall have a water vapor transmission rating of not more than 0.1 perms. Between temperature limits of -40 degrees F and plus 220 degrees F, the insulation shall not indicate any deviation from its original state.

3. Specification Compliance:

ASTM-E-84  
ASTM-C-534 Type I – Tubular, Type II – Sheet.  
ASTM-D-1056, 2B1 – Tubular, Sheet.  
MIL-C-3133B (MIL STD 670B) Grade SBE-3  
MIL-P-15S280J, Form T, Form S.

4. Manufacturers: Armacell, Nomaco, K-Flex.

C. Covering of Pipe Insulation Outdoors:

1. Wrapping: Wrap insulation with embossed 0.016" aluminum jacket.
2. Fastenings: Cover shall be held in place with soft aluminum bands on 12" centers.
3. Valves and Fittings: Weatherproof all valves and fittings.

- D. Manufacturers: Johns Manville Corp., Certain-Teed, Owens- Corning, Knauf.

## 2.2 DUCT INSULATION

- A. Concealed Supply, Return, Relief, and Outside Air Ductwork, and all ductwork connected to energy recovery units: Fiberglass duct wrap bonded with resins, 3/4 pound density, aluminum foil facing reinforced with fiberglass scrim, laminated to Kraft, 2" thick.

1. Thermal Conductivity: 0.27 Btu/Hr./SF/Inch at 75 degrees F. Min. installed "R" value w/25% compression shall be 5.6.
2. Duct wrap shall be cut to stretch-out dimensions as provided in manufacturer's instructions. Remove a 2" piece of insulation from the facing at the end of the piece of insulation to form an overlapping staple and tape flap. Install with facing outside so tape flap overlaps insulation and facing at other end. Insulation shall be tightly butted and not compressed excessively at duct corners. Seams shall be stapled 6" on center with outward clinching staples. All seams, tears, punctures and other penetrations of the insulation facing shall be sealed with foil tape or vapor proof mastic. Where rectangular ducts are 24" in width or greater, duct wrap shall be secured to the bottom of the duct with mechanical fasteners; i.e., stick pins spaced 18" on center.

- B. Exposed supply, return, relief, and outside air ductwork, and all ductwork connected to energy recovery units, shall be insulated in finished conditioned spaces, penthouse, mechanical rooms, mezzanine areas, equipment closets, and non-conditioned spaces with 2" thick rigid fiberglass board. Insulation shall be 6 P.C.F. density with a "K" value of 0.25 Btu/Hr./SF/Inch at 75 degrees F. mean temperature and shall be U.L. listed at 25 maximum for flame spread, and 50 maximum for smoke developed. Insulation shall be applied using

Graham Pins or Stik-Clips and all seams, edges and breaks shall be sealed with 4" matching tape and sealed with Vicryl CP-10 to match ASJ jacket. Insulation shall be provided with all-service jacket facing.

- C. Manufacturers: Johns Manville Corp., Certain-Teed or Owens- Corning, Knauf.
- D. Outdoor Installation:
  - 1. Two Inch (2") thick Arma Tuff supplied in sheet and roll forms laminated with a white, 0.012" thick thermoplastic rubber membrane.
  - 2. Material shall be resistant to ozone and ultraviolet radiation with a of 10 year limited warranty against breakdown of the membrane.
  - 3. Thermal conductivity shall be 0.25 at 75°F mean temperature with a vapor permeability of 0.05 perm-inch for the foam and 0.00 for the laminate.
  - 4. Insulation shall be applied using Armaflex 520 adhesive; seams shall be covered with minimum 6 inch wide self-sealing tape and minimum 6 inch wide self-sealing tape along all exposed edges. Install per manufacturer's instructions.
  - 5. Minimum insulation value shall be R-8.
  - 6. Coordinate with the work of Section 230600 to ensure that the top of all single wall, square or rectangular horizontal ductwork is crowned to minimize accumulation of weather on top of the finished insulation jacket.

**OR**

- D. Outdoor Installation:
  - 1. Pre-manufactured panel system consisting of four (4) piece interlocking panels.
  - 2. The interlocking panels shall be constructed of Dow Thermax Polyisocyanurate insulation, ASTM D-1622, nominal 2 pcf; water vapor transmission as permeance less than 0.03, per ASTM E-96; water absorption less than 0.3% (24 hours), per ASTM C-209; flexure strength more than 40 psi, per ASTM C-203.
  - 3. Operating temperature range of -100°F to +250°F.
  - 4. Insulation shall be laminated in two (2) layers to provide R-14 at 2" thickness, per ASTM C-236/C-518.
  - 5. The insulation shall be jacketed with 0.032" thick embossed aluminum and sealed with vapor barrier compound. All joints shall interlock to ensure a thermal seal.
  - 6. Panels shall be secured with #10 self-tapping stainless screws with weather seal washers.
  - 7. Manufacturers: Techna-Duc Insulation System as made by P.T.M. Manufacturing, L.L.C., Newark, Delaware.

**OR**

D. Outdoor Installation:

1. On all outdoor square and rectangular ductwork, provide a minimum 0.032 inch thick plain stucco embossed aluminum jacket over 2 inch thick rigid fiberglass board insulation as described in part B of this article.
  - a. 32-mil aluminum roll jacketing, ASTM B2089, with 2.5 mil poly/surlyn backing, plain or white acrylic coated, as made by Childers, RPR, or Pabco.
2. Provide duct roof pitch-supports at all flanges, stiffeners, insulation joints along the top of the horizontal ducts with 24 inch maximum spacing, with 12 degree pitch and anti-sweat coating.
3. Provide rolled metal jacketing with all seams overlapping 2 inches in a watershed fashion.
4. Apply the roll metal jacketing from 48 inch wide roll stock lengthwise with the duct to minimize the number of seams for ducts that measure 44 inches and less on any side including insulation.
5. Machine break the metal jacketing for sharp corners; on large ducts, cross break the jacket to eliminate wrinkles.
6. Secure seams with stainless steel sheet metal screws 4 inches on center. On horizontal ducts, seal seams on duct horizontal surfaces and on vertical ducts seal the vertical seams with continuous bead of caulking sealant.
  - a. sealer made by Fosters Foamseal 30-45, Childers CP-70, Epolux Cadaseal 745.
7. Flash metal jacket with same material applied to the duct where insulation terminates at bolted flanges. Allow for bolt removal where access or disassembly is required.
8. Manufacturer: Fabrite as made by County Insulation Company, New Castle, Delaware.

2.3 CALCIUM SILICATE INSULATION

- A. Material: Insulation for hot equipment shall be heavy density fiberglass insulation retained by .016" aluminum held in place by 1"x25 gauge stainless steel bands spaced on a maximum center distance of 12". All joints and voids shall be filled with insulating cement, well trowelled into the openings. Cleanouts, manholes and nameplates shall not be insulated, and the insulation shall be neatly beveled off at such openings.
- B. Thickness: 3-1/2" thick.

K Factor @ 200 deg. F = 0.38 – Surface Temperature 87°F

K Factor @ 600 deg. F = 0.90 – Surface Temperature 112°F

- C. Equipment Included:
  - 1. Steam or Hot Water Converter or Heat Exchanger
  - 2. Field Fabricated Boiler Breaching
  - 3. High Temperature Water (up to 250°F) Storage Tanks.
  - 4. Steam Condensate Receivers.
  - 5. Steam Flash Tanks.
- D. Manufacturers: Industrial Insulation Group.

2.4 KITCHEN HOOD DUCT INSULATION & FIRE RATED AIR DUCTWORK (Select one)

- A. Materials: Non-mineral wool, passive, low biopersistent fiber, ceramic blanket insulation totally encapsulated on all sides with aluminum foil scrim on kitchen hood exhaust duct.
- B. Installation shall be 1 layer, 2" thick to provide 2-hour protection on grease duct. Apply directly to the duct with zero clearance to combustibles at the overlap.
- C. Secure with metal bands per manufacturer's recommendations on type and spacing. For ducts spacing 24" or greater, secure with insulation pins on the bottom of horizontal runs and on vertical runs to prevent sagging.
- D. Manufacturers: Thermal Ceramics - Firemaster Fast Wrap Plus, ETS Schaefer or Pyroscat.

**OR**

- A. Materials: Non-mineral wool, passive, low biopersistent fiber, ceramic blanket insulation totally encapsulated on all sides with aluminum foil scrim on kitchen hood exhaust duct.
- B. Installation shall be 2 layer, 1-1/2" thick to provide 2-hour protection on grease duct. Apply directly to the duct with zero clearance to combustibles through the length of the assembly
- C. Secure with metal bands per manufacturer's recommendations on type and spacing. For ducts spacing 24" or greater, secure with insulation pins on the bottom of horizontal runs and on vertical runs to prevent sagging.
- D. Manufacturers: Thermal Ceramics - Firemaster Duct Wrap Plus, Pyroscat, or Unifrax FyreWrap®.
  - 1. Contractor may provide an agency approved, single layer system of 6 PCF density, 1.5 inch thick, passive fire protection blanket installed as a two-hour rated enclosure system, Type FSB Ultra, as made by ETS Schaefer, or Unifrax FyreWrap® Elite 1.5.
  - 2. Contractor may provide an agency approved, single layer system of insulation which consists of glass fiber blanket completely encapsulated in a UL Classified fiberglass reinforced foil facing, 2 inches thick, as a two-hour rated enclosure system. Type FlameChek Plus2, as made by CertainTeed Insulation Group.

## 2.5 ACOUSTIC DUCT LINER

- A. Duct liner shall be designed for use as an acoustical insulation to absorb air conditioning noise in sheet metal ducts and plenums operating at velocities up to 6000 fpm and temperatures up to 250 deg. F.
- B. Duct liner shall be a bonded mat of glass fibers coated with an EPA registered biocide and a black pigmented fire-resistant coating on the air stream side or flexible elastomeric closed cell foam made with an EPA approved anti-microbial.
- C. Duct liner shall comply with the requirements of NFPA 90A and 90B. Surface burning characteristics shall comply with UL Standard 723 for 25/50 flame and smoke development.
- D. Duct liner shall comply with the property requirements of ASTM Specification C1071 Type 1, or ASTM C1534. Material shall resist fungal and bacterial growth when subjected to ASTM G21 and G22 test methods.
- E. Material thickness, name of manufacturer and type shall be printed on the air stream side of the liner for ease of identification.
- F. Duct liner shall be 2" thick, unless otherwise noted on the drawings.
- G. Manufacturers: Owens Corning QuietR® AcousticR™ Duct Liner, Certainteed, Evonik Industries Solcoustic, Johns Manville Linacoustic® RC, Armacell.

### OR

**Designer Note: Check with Project Manager on choice of liner. If you select this product, you must specify a minimum of one inch thick duct wrap to maintain R-value to meet the Energy Code.**

## 2.5 ACOUSTIC DUCT LINER

- A. Duct liner shall be designed for use as an acoustical insulation to absorb air conditioning noise in sheet metal ducts and plenums operating at velocities up to 6000 fpm and temperatures up to 250 deg. F.
- B. Duct liner shall be open-cell melamine-based foam, 0.5 to 0.7 pounds per cubic ft. or, AP Coilflex flexible elastomeric foam meeting ASTM C1534, or, AP Armaflex Duct Liner / Wrap.
- C. Duct liner shall comply with the requirements of NFPA 90A and 90B. Surface burning characteristics shall comply with UL Standard 723 for 25/50 flame and smoke development.
- D. Duct liner shall comply with the property requirements of ASTM Specification C1071 Type 1, or ASTM C1534. Material shall resist fungal and bacterial growth when subjected to ASTM G21 and G22 test methods.
- E. Material thickness, name of manufacturer and type shall be printed on the air stream side of the liner for ease of identification.

- F. Manufacturers: Pinta-Acoustic "Willduct" acoustical duct liner, natural white or gray, 1" thick; Armacell.

## 2.6 REUSABLE VALVE COVERS

- A. All valves, strainers, combination valves, etc. in chilled water and heating hot water systems shall be insulated with a factory fabricated removable and reusable cover. (This product shall not be used for pipe and fittings.)
- B. Insulation shall be either fiberglass blanket or flexible elastomeric thermal insulation as listed in Paragraph 3.2 of this specification, or prefabricated fitting from the supplier. Flame and smoke spread shall be 25/50 per ASTM 84.
- C. Outer jacket shall be made of material equal to Tychem QC, overlap and completely cover the insulation, with seams joined by tabs made from Velcro or fabric straps per manufacturer's standards.
- D. Outer jacket shall overlap adjoining sections of pipe insulation, and shall be non-combustible, impermeable to water, and prevent mold, mildew and condensation.
- E. Installation shall not require the use of any special hand tools.
- F. Manufacturers: Corick Valve Covers, NoSweat Valve Wraps.

## 2.7 INSULATED PIPE SADDLES

- A. Insulation and facing shall each meet 25/50 flame and smoke ratings per ASTM E-84 on a component basis.
- B. A section of rigid insulation shall be used at all cold pipe hangers or support locations and shall consist of:
  - 1. A rigid 3.75 PCF phenolic foam pipe insulation designed to support pipe sizes up to and including 6" iron pipe size.
  - 2. A rigid 5 PCF phenolic foam pipe insulation designed to support pipe sizes from 8" to 30" iron pipe size.
  - 3. For all hot pipe hanger or support locations, the insert material shall be either rigid calcium silicate per ASTM C303 or perlite silicate per ASTM C303 with all service jacket and laminated to a steel support saddle.
- C. The insulation jacket shall contain a vapor retarding material to provide low moisture vapor permeability and resistance to mold, mildew and fungus growth.
- D. The insulation shall be free of any CFC or HCFC materials.
- E. The insulation shall have a minimum K-factor of 0.13 at 75 deg. F mean temperature, and self-sealing lap joint with high performance acrylic pressure sensitive adhesive tape.

- F. Integral insulation saddle shall be made of G-90 carbon steel, with full 180 deg. Coverage, flared edges to protect the vapor barrier jacket and insulation, and short rib surface to center the saddle inside the hanger and prevent movement.
- G. Preformed insulation shall extend beyond the saddle by a minimum of 1-1/2" to accommodate a tape joint seal at the butt edges of adjoining insulation sections.
- H. Minimum product dimensions shall be as follows:

Nominal pipe size (inches)	Insulation density (PCF)	Insulation length (inches)	Saddle length (inches)	Saddle gauge
1/2 - 3-1/2	3.75	9	6	20
4 – 6	3.75	12	9	18
8 – 18	5.0	18	12	16
20 – 30	5.0	24	18	14

- I. Manufacturer: Tru-Balance insulated saddles as made by Buckaroos, Inc.

PART 3 – EXECUTION

3.1 INSTALLATION – GENERAL

- A. Do not install until systems have been tested and meet requirements.
- B. Do not install until building is enclosed. (New construction only)
- C. Heavy work which may damage insulation shall have been completed in the vicinity of the insulation work.
- D. Provide non-compressible insulation saddles at all piping hanger locations, and at all piping hanger locations where piping is insulated with flexible closed cell insulation.  
  
Option: Provide insulation coupling system as made by Klo-Shure Co.
- E. All installations shall be made by skilled craftsmen regularly engaged in this type of work.
- F. Insulation shall be continuous thru-wall, ceiling and floors.
- G. Metal shields, 16 gauge galvanized, shall be installed between hangers and pipe insulation.
- H. Pipe, ductwork and equipment shall be clean and dry prior to insulating.
- I. Install all insulation per manufacturer's instructions.
- J. To avoid undue compression of insulation, provide solid core inserts at all supports as recommended by the insulation manufacturer. Provide insulation shields between the insulation jacket and the hanger.
- K. Ductwork treated with internal acoustic duct liner does not require external insulation.

**OR**

**Designer Note: Article “K” is true if you specify O/C or CT type liner 1-1/2” thick. When you specify the optional 1 inch liner by Illbruck, use the following article:**

- K. Ductwork treated with one inch thick internal acoustic duct liner requires one inch thick fiberglass external insulation.
- L. Apply vapor proof mastic as recommended by the insulation manufacturer on all longitudinal and butt joints of sectional pipe insulation. Apply similar mastic to the end of every third length of sectional pipe insulation on all chilled water and dual temperature pipe insulation to prevent the migration of condensation that might occur.
- M. For pre-manufactured expansion loops, provide a second layer of insulation with air gap to maintain loop flexibility. Install in accordance with the loop manufacturer’s written instructions. (Designer Choice)

**3.2 PIPE INSULATION - TYPES & THICKNESSES**

- A. Provide fiberglass insulation of thickness specified on:
  - 1. Steam Supply (Including steam vent lines from all vessels)
    - 2” for pipes 1-1/2” and below.
    - 3” for pipes 2” and over.
  - 2. Steam Condensate (including pump condensate and boiler feed lines)
    - 1-1/2” for pipes 1-1/2” and below.
    - 2” for pipes 2” and over.
  - 3. Cold Water Make-Up: 1” for piping 2” and below.
  - 4. Heating Hot Water: (Up to 200°F)
    - 1-1/2” for piping 1-1/2” and below
    - 2” for pipes 2” and over.
  - 5. Chilled Water:
    - 1-1/2” for piping 2” and over.
  - 6. Dual Temperature Water:
    - 1-1/2” for piping 1-1/2” and below.
    - 2” for piping 2” and larger.
  - 7. Refrigerant Piping: Interior locations, exposed and concealed for suction lines and hot gas bypass lines, if applicable. (NOTE: Insulate liquid line if metering device is mounted at the condensing unit.)

1-1/2" thick.  
Option: 1-1/2" thick flexible closed cell insulation.

8. Freeze protection of outdoor piping (over heat tracing tape): 3" thick insulation, with metal jacket.
  - a. HVAC: Chilled water and condenser water piping designated on the drawings.
  - b. Plumbing: Cold water make-up to cooling tower.
  - c. Equipment drain piping.

9. Heat Recovery:

1-1/2" for piping 1-1/2" and below.  
2" for piping 2" and larger.

B. Provide flexible closed cell insulation of thickness specified on:

1. Refrigerant Piping: Exterior Locations for suction lines and hot gas bypass lines, if applicable. (NOTE: Insulate liquid line if metering device is mounted at the condensing unit.)  
1-1/2" thick.
2. Cold surfaces of refrigeration equipment, air separators for chilled and heating hot water, and chilled water pumps. 3/4" thickness
3. Hot and chilled water expansion tanks. 3/4" thickness
4. 1" thickness for all water piping within terminal unit cabinets.  
1" thickness for chilled water piping 1-1/2" and below.  
1" thickness for dual temperature piping 1-1/2" and below.
5. 1/2" thickness for condensate drain lines.

3.3 PIPE COVERING (FOAMED PLASTIC TYPE)

- A. All joints and seams shall be sealed with a compatible adhesive. Approved adhesives are as follows:

Armstrong World Industries	No. 520
Benjamin Foster Company	No. 85-75 up to 200 degrees F.

Contractor may use Armstrong Self-Seal Armaflex 2000 insulation in lieu of the above wherever 1/2" is specified.

- B. Fitting covers shall be fabricated from the foamed plastic pipe insulation or from sheet insulation of the identical material. The fabrication shall be in accordance with manufacturer's instructions, and all seams mitered joints shall be joined using the adhesives described hereinbefore.
- C. Pipe insulation in concealed spaces shall require no finish coatings.

- D. Pipe insulation in all other areas shall receive two coats of finish of color selected by Architect. Approved finishes are as follows:

Armstrong World Industries WB Armaflex Finish

### 3.4 EXTERIOR PIPE COVERING

- A. Wrapping: Wrap insulation with embossed 0.016" aluminum jacket, orient seam down.
- B. Fastenings: Cover shall be held in place with soft aluminum bands on 12" centers.
- C. Valves and Fittings:
  - 1. Weatherproof all valves and fittings.
  - 2. Finish: Apply two coats of vapor resistant mastic reinforced with glass fabric over wrapping.

### 3.5 INTERIOR PIPE COVERING

- A. Provide premolded PVC cover on all interior insulated piping exposed in finished spaces. Orient seams up in overhead piping and toward the wall in vertical runs.
- B. Provide factory molded fitting covering for fittings and accessories, sealed and held in place by manufacturer's recommended sealing system.
- C. Provide mitered sections of covering for valves.

### 3.6 ACOUSTIC DUCT LINER

- A. All portions of duct designated on the drawings to receive duct liner shall be completely covered with duct liner, adhered to the sheet metal with a 100% coverage of adhesive complying with ASTM C916.
- B. Transverse joints shall be neatly butted and there shall be no interruptions or gaps. All transverse joints and all exposed leading edges shall be coated. The black coated surface of the duct liner shall face the airstream.
- C. Duct liner shall be secured with mechanical fasteners which shall compress the duct liner sufficiently to hold it firmly in place.
- D. Duct liner shall be cut to assure overlapped and compressed longitudinal joints.
- E. After installation is complete, blow out the duct system prior to operation to remove any cutting scraps and foreign material remaining in the duct.

### 3.7 INSULATED PIPE SADDLES

- A. Insulated pipe saddles shall be installed at all hangers, rollers or supports in accordance with manufacturer's written instructions.

- B. All piping shall be clean and free of oil, rust and moisture prior to and during support installation.
- C. All insulated saddles and accessories shall be stored in a dry area protected from weather before and during installation
- D. Seal adjoining butt edges of pipe insulation with approved mastic and tape to insure continuity of the insulation jacket and vapor barrier, especially on cold piping system installations.

END OF SECTION 230230

**SECTION 230500: PIPING SYSTEMS & ACCESSORIES – HVAC**

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 230200 for HVAC General Provisions
- C. Refer to Section 230210 for HVAC Basic Materials & Methods.

1.2 DESCRIPTION OF WORK

- A. This Section includes the following equipment:
  - 1. Base-Mounted End Suction Pumps
  - 2. Suction Diffusers
  - 3. Compression tanks (Horizontal)
  - 4. Diaphragm-Type Expansion Tanks (Vertical or Horizontal)
  - 5. Balancing Valves
  - 6. Combination Valve Package for Pumps
  - 7. Flexible Pump Connectors

1.3 REFERENCE STANDARDS

- A. Refer to Section 230200 for a general description of requirements applying to this section.

1.4 QUALITY ASSURANCE

- A. Refer to Section 230210 for a general description of requirements applying to this Section.
- B. Whenever a variable frequency PWM drive is installed to control an AC motor, a maintenance-free, circumferential, conductive micro fiber shaft grounding ring shall be installed on the AC motor drive end to discharge shaft currents to ground. Recommended part: AEGIS SGR™ Bearing Protection Ring, as made by Electro Static Technology. Install in accordance with the manufacturer's written instructions. D.N.: NOT AVAILABLE FOR MOTORS LESS THAN 1 HP. CHECK SELECTION IF MOTOR IS ON THE LINE BETWEEN ¾ AND 1HP.

1.5 SUBMITTALS

- A. Submit shop drawings and product data in accordance with Section 230200.
- B. Submit the following:
  - 1. Shop Drawings
  - 2. Manufacturers Product Data

### 3. Test Reports on Piping System Tests

#### 1.6 SUBSTITUTIONS

- A. 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 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, this Contractor shall be responsible for any and all additional costs associated with the changes required by other trades.

#### 1.7 WARRANTY/GUARANTEEE

- 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.

### PART 2 – PRODUCTS

#### 2.1 BASE-MOUNTED END SUCTION PUMPS

- A. Provide frame-mounted end suction pumps where indicated, and of capacities and having characteristics as scheduled.
- B. Horizontal mount, single stage, flexible coupling, base-mounted, designed for 175 psi working pressure.
- C. Cast iron casing 125 psi ANSI flanges, tappings for gauge and drain connections.
- D. Steel shaft with replaceable shaft sleeve, regreasable ball bearings and mechanical seals with carbon seal ring and ceramic seat.
- E. Non-overloading motor at any point on pump curve, open, drip-proof, ball bearings, 15,000 hours bearing life, with lifting lug on top of motor.
- F. Provide open drip-proof motor with regreasable ball bearings.
- G. Enclosed type impeller hydraulically and dynamically balanced, keyed to shaft and secured with locking screw.
- H. Structural steel baseplate with welded cross members, and open grouting area.
- I. Flexible coupling capable of absorbing torsional vibration, equipped with coupling guard.
- J. Manufacturers: Subject to compliance with requirements, provide pumps of one of the following:

Armstrong Pumps  
Bell & Gossett

Aurora  
Ingersoll Rand  
Peerless  
Patterson  
Paco  
Taco

## 2.2 SUCTION DIFFUSERS

- A. Provide at each base-mounted pump, a suction diffuser of size required for pump connection. Units shall consist of angle type body with straightening vanes and combination diffuser-strainer-orifice cylinder with 3/16" diameter openings for pump protection. A permanent magnet shall be located within the flow stream and shall be removable for cleaning. The orifice cylinder shall be equipped with a disposable fine mesh strainer which shall be removed after system start-up. Orifice cylinder shall be designed to withstand pressure differential equal to pump shutoff head and shall have a free area equal to five times cross section area of pump suction opening. Straightening vanes shall extend the full length of the orifice cylinder and shall be replaceable. Unit shall be provided with adjustable support foot to carry weight of suction piping.
- B. Manufacturers: by pump manufacturer.

## 2.3 COMPRESSION TANKS (HORIZONTAL) (USE 2.04 OR 2.05)

- A. Compression tank shall be welded steel vessels, constructed, inspected and labeled in accordance with the ASME Code Unfired Pressure Vessels for a working pressure of 125 psig.
- B. The tanks shall be provided with a water level gauge glass with brass fittings and cocks, drain outlet, connections for air control specialties, and relief valve connection.
- C. All necessary gauges and relief devices as required by the ASME Code shall be provided on the tanks.
- D. The capacity and physical size of the tank shall comply with scheduled data on the drawings.
- E. Steel support saddles shall be provided by the tank manufacturer.
- F. The tanks shall be manufactured by Amtrol, Bell and Gossett, Patterson, Stover Tanks, Taco, Wheatley, John Wood.

## 2.4 DIAPHRAGM-TYPE EXPANSION TANKS (VERTICAL OR HORIZONTAL)

- A. Fabricate tank of continuously welded steel plate of the size shown conforming to ASME Section VIII Standards, maximum working pressure of 125 psi.
- B. Provide air charging valve, drain-offs, system connection and other piping connections. Paint outside of tank with a zinc chromate primer.
- C. Provide a standard cleanout hole located in the tank head.

- D. Tank shall have a sealed-in heavy-duty butyl diaphragm suitable for operation from 40 to 240 degrees F.
- E. Tank shall be furnished with an ASME stamp.
- F. The tanks shall be manufactured by Amtrol, Bell and Gossett, Patterson, Stover Tanks, Taco, Wheatley, John Wood.

2.5 BALANCING VALVES (DESIGNER NOTE: CHECK DETAILS)

- A. Balancing valves shall be installed where indicated.
- B. Provide, as shown on the plans, balancing valves with provision for connecting a portable differential (Ft. of Head) pressure meter. Each meter connection shall have pressure/temperature readout ports.
- C. The balancing valves shall be either a bronze body/brass ball valve, or a Y-pattern globe valve style design and all metal parts of non-ferrous, pressure die-cast, nonporous Ametal copper alloy. Each valve can be installed in any direction without affecting flow measurement and shall provide four (4) functions:
  - 1. Precise flow measurement
  - 2. Precision flow balancing
  - 3. Positive shut-off with no drop seat and teflon disc
  - 4. Drain port suitable for hose bib fitting.
- D. The valves shall have four (4) 360 deg. adjustment turns of handwheel for maximum setting with hidden memory feature to program the valve with precision tamperproof balancing setting.
- E. Design Pressure/Temperature:
  - 1/2" - 3" NPT connections 300 psig at 250 deg. F.
  - 1/2" and 3/4" sweat connections 200 psig at 250 deg. F.
  - 2" – 4" flanged or grooved connections 250 psig at 250 deg. F
  - 4" flanged connections 175 psig at 250 deg. F.
- F. Flow sensor: For installation in piping 5" and larger, a precision wafer type orifice insert installed between standard 125 psi at 250 deg. F ANSI flanges to monitor system flow; cast iron body with integral brass EPT check valves to accommodate a differential pressure meter; furnish with calibrated nameplate with flow range through a range of differential head pressures; provide globe valve at each sensor to adjust flow to design conditions.
- G. Manufacturers: Tour & Andersson, Armstrong, Bell & Gossett, Nexus Valve, Taco, Victaulic, Wheatley.

**OR**

- A. Furnish and install, as shown on the plans, Balancing Valves with provisions for connecting a portable differential (Ft. of Head) pressure meter. Each meter shall have pressure/temperature probes.
- B. The balancing valves shall be Y-pattern globe style design and all metal parts of nonferrous, pressure die cast, nonporous Ametal. Each valve shall provide four (4) functions:
  - 1. Precise flow measurement
  - 2. Precision flow balancing
  - 3. Positive shut-off with no drip seat, eliminating the need of as additional isolation valve
  - 4. Drain connection using  $\frac{3}{4}$ " NPT hose end thread
- C. These valves shall have four (4) 360° adjustment turns of the handwheel for precise setting with hidden memory to provide a tamper-proof balancing setting. Handwheel shall have digital readout. The handwheel can be installed in any position without affecting performance.
- D. Connections shall be  $\frac{1}{2}$ " to 2" NPT or solder end
- E. Manufacturers: Armstrong, Tour and Andersson, Wheatley, Nexus Valve, Vitaulic

**OR**

- A. Furnish and install, as shown on the plans, balancing valves with provisions for connecting a portable differential (Ft. of Head) pressure meter. Each meter connection shall have pressure / temperature probes.
  - B. The balancing valves shall be Y-pattern globe style design with ductile iron body all other wetted parts of nonferrous, pressure die cast Ametal. Each valve shall provide (3) functions:
    - 1. Precision flow measurement
    - 2. Precision flow balancing
    - 3. Shut-off feature, eliminating the need of an additional isolation valve
  - C. These valves shall have eight (8), twelve (12), sixteen (16), twenty (20) or twenty-two (22) 360° adjustment turns of the handwheel for precise setting with hidden memory feature to program the valve with precision tamper-proof balancing setting. Handwheel shall have digital readout. The handwheel can be installed in any position without affecting performance.
  - D. Connections shall be 2 $\frac{1}{2}$ " and larger flanged or grooved ends.
  - E. Manufacturers: Armstrong, Tour and Andersson, Wheatley, Nexus Valve, Vitaulic
- 2.6 COMBINATION VALVE PACKAGE FOR PUMPS
- A. Each centrifugal pump shall be provided with the following valve assemblies:
    - 1. Combination silent check valve, balancing valve and shut-off valve on pump discharge.

- B. The combination units shall be flanged assemblies of 125 lb. ASA Class, 175 psi. W.O.G. @ 300 degrees F. The combination units shall be suitable for vertical or horizontal installation with the stem pointing up.
- C. The body and bonnet shall be cast semi-steel; and the stem, seat and disc shall be bronze. The valve shall be designed for repacking under pressure.
- D. The unit shall be provided with a calibrated stem indicator, and the check valve shall have a stainless steel spring and be provided with disc designed for quiet operation at low flow rates.
- E. Manufacturers: by Pump Manufacturer.

## 2.7 FLEXIBLE PUMP CONNECTORS

- A. Flexible hose connectors shall be provided on suction and discharge piping of all base-mounted pumps. The flexible connectors shall be spring steel wire reinforced rubber compound in accordance with the following descriptions.
- B. Construction: The flexible connectors of reinforced rubber compound shall be a compression molded elastomer material with wire and rayon cord reinforcing and designed for a service temperature of 240 degrees F and a minimum pressure of 150 psi. Screwed end type shall have metal screwed connections molded into the elastomer material. Flanged units shall be one-piece construction whereby the elastomer material is molded to form the flanges.
- C. The flexible connections shall have approximate length in accordance with the following tabulation:

Pipe Size	Live-Length
1 inch	6-1/4 inches
1-1/4 inches	6-1/4 inches
1-1/2 inches	6-1/2 inches
2 inches	8-1/4 inches
2-1/2 inches	10-3/8 inches
3 inches	12-3/8 inches
4 inches	16-1/2 inches
5 inches	17-5/8 inches
6 inches	18-3/5 inches

- D. Manufacturers: Mason Industries, Moyno-RKL, Amber Booth, Metraflex, Patterson, Proco Products, Inc., Twin City Hose, Inc.

**OR**

## 2.7 FLEXIBLE PUMP CONNECTORS

- A. Flexible neoprene connectors shall be used on all pumps indicated on the drawings. They

shall be manufactured of multiple plies of nylon tire cord fabric and neoprene both molded and cured in hydraulic rubber presses. No steel wire or rings shall be used as pressure reinforcement. Straight connectors shall have two spheres. Connectors up to and including 1-1/2" diameter may have threaded ends. Connectors 2" and larger shall be manufactured with floating galvanized flanges recessed to lock the connectors raised face neoprene flanges. Hoses shall be installed on the equipment side of the shut-off valves.

- B. Connectors shall be rated a minimum of 150 psi at 220 degrees F. Flanged equipment shall be directly connected to neoprene elbows in the size range 2-1/2" through 12". All straight through connections shall be made with twin-spheres properly pre-extended as recommended by the manufacturer to prevent additional elongation under pressure.

Submittals shall include two test reports by independent consultants showing minimum reductions of 20 DB in vibration acceleration and 10 DB in sound pressure levels at typical blade passage frequencies.

- C. Straight connectors Type MFTFU or MFTNC.
- D. Manufacturers: Mason Industries, Amber/Booth Series 2655 or 2600, Vibration Mountings and Controls, Metraflex, Patterson, Proco Products, Inc., Twin City Hose, Inc.

**OR**

- A. Provide braided stainless steel pump connector(s) manufactured with annular corrugated stainless steel close-pitch hose with stainless steel overbraid. The corrugated metal hose, braid(s), and a stainless steel ring-ferrule/band (material gauge not less than .048") must be integrally seal-welded using a 100% circumferential, full-penetration TIG weld.
- B. End fittings shall be flat-face plate steel flanges with 150# ANSI drilling and outside diameter. Fittings must be attached using a 100% circumferential TIG weld. Braided stainless steel pump connector(s) must be suitable for operating temperatures up to 850°F. The rated working pressure of the braided metal hose must have a minimum 4:1 safety factor.
- C. Each braided stainless steel pump connector shall be individually leak tested by the manufacturer using air-under-water or hydrostatic pressure. Flanged pump connectors shall be prepared for shipment using cut-to-length spacers, securely positioned between the flanges to prevent axial compression damage and maintain the manufactured length. Spacers must be removed prior to system start-up.
- D. Manufacturers: Amber/Booth, Flex-Hose Co., Inc., Mason Industries, Metra-Flex, Patterson, Proco Products, Inc., Twin City Hose, Inc.

**PART 3 – EXECUTION**

**3.1 CIRCULATING PUMPS**

- A. Pump shall be installed in accordance with recommendations of the Hydraulic Institute.
- B. Suction reducers shall be eccentric and located at the pump suction. Discharge increasers

shall be concentric and located at the pump discharge.

- C. Suction and discharge piping shall be adequately supported without imposing any load on the pump casing.
- D. Pressure gauges shall be installed at the suction and discharge of each pump.
- E. Vibration isolation equipment shall be provided where noted.
- F. Impeller diameter used shall be approximately 85% of the maximum impeller diameter capable of being supplied for each pump.
- G. Where pumps with packed stuffing boxes are used, piping shall be provided to carry gland leakage to the nearest drain.
- H. The motor nameplate horsepower shall not be exceeded under any conditions of pump operation.
- I. Prior to shipment, each pump shall be tested to insure its capability to produce the required capacity at the design head, and when requested written verification of this test shall be supplied.
- J. Before grouting and piping the pump, the Contractor shall check to insure pump alignment is satisfactory, and where required, realign the pump. Fill baseplate with non-shrink grout to the top of the base rail.
- K. Start-up service shall be provided by the pump manufacturer or his representative. This service shall include the following:
  - 1. Check alignment
  - 2. Check absence of pipe strain
  - 3. Check lubrication
  - 4. Check rotation
  - 5. Take suction and discharge pressure gauge readings and compare with pump nameplate for operating head.
  - 6. Take voltage and current readings and compare with motor nameplate.
  - 7. Insure proper maintenance manuals are available if required.

### 3.2 BYPASSES

- A. Three-valve bypasses shall be provided in piping at main system control valves, at control valves for heat exchangers, domestic hot water generators, central station air handling units, and where indicated on drawings.
- B. The bypasses shall consist of two gate valves and one globe or angle valve. The bypass pipe size shall be at least equal to the control valve size.

### 3.3 PIPING SYSTEM DRAINS

- A. All piping shall be graded or pitched toward drain locations which shall be provided with gate

valve unless otherwise indicated on drawings or specified. Individual risers may be drained through removable plugs or caps.

- B. Drain valves shall be provided at all major components in systems including boilers, pumps, heat exchangers, cooling towers, and similar equipment.

### 3.4 ECCENTRIC PIPE FITTINGS

- A. Eccentric pipe fittings shall be furnished and installed in all piping and circulated water piping where a change in pipe size occurs in a horizontal run. In water systems the top of the adjacent pipe sections shall be maintained level.

### 3.5 CHEMICAL CLEANING

- A. New boilers shall be boiled out with an alkaline type boiling out compound to remove grease, oil, mil scale and other foreign matter. The compound should be used at the rate of 1-1/2 pounds per 20 boiler horsepower. After the boiling out period, the boiler shall be completely drained, flushed and refilled with fresh water.
- B. Closed re-circulating systems shall be filled and sufficient detergent and dispersant added to remove all dirt, oil and grease. System shall be circulated for at least 48 hours after which a drain valve at the lowest point shall be opened and allowed to bleed while the system continues to circulate. The automatic make-up valve shall be checked to be sure it is operating. Bleeding shall continue until water runs clear and all detergent is removed. A sample of water shall be tested and if pH exceeds 8.0, draining should be resumed.
- C. Drain all detergent solution from system piping and equipment to nearest floor drain or indirect waste point connected to the building's sanitary system.

END OF SECTION 230500

**SECTION 230510: WATER TREATMENT (HVAC)**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. 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.
- B. Refer to Section 230200 for HVAC General Provisions.
- C. Refer to Section 230210 for HVAC Basic Materials & Methods.

1.2 DESCRIPTION OF WORK

- A. This Section includes labor, material, equipment and supervision to provide a complete water treatment system for the following:
  - 1. Cleaning and treatment of circulating HVAC chilled water system, hot water and steam system.
    - a. Cleaning Compounds.

1.3 REFERENCE STANDARDS

- A. Refer to Section 230200 for a general description of requirements applying to this section.
- B. Requirements established within the portions of the Project Manual titled Division 1, General Requirements, are collectively applicable to the work of this section.
- C. Technical Services: Provide the services of an experienced water treatment chemical engineer or technical representative to direct flushing, cleaning, pre-treatment, training, debugging, and acceptance testing operations; direct and perform chemical limit control during construction period and monitor systems for a period of 12 months after acceptance, including not less than four service calls and written status reports. Minimum service during construction/start-up shall be 8 hours.
- D. Field Quality Control and Certified Laboratory Reports: During the one year guarantee period, the water treatment laboratory shall provide not less than 12 reports based on on-site periodic visits, sample taking and testing, and review with Owner, of water treatment control for the previous period. In addition to field tests, the water treatment laboratory shall provide certified laboratory test reports. These monitoring reports shall assess chemical treatment accuracy, scale formation, fouling and corrosion control, and shall contain instructions for the correction of any out-of-control condition.
- E. Log Forms: Provide one year supply of preprinted water treatment test log forms.

1.4 SUBMITTALS

In accordance with Section 230200 provide the following:

- A. Manufacturer's Literature and Data:
  - 1. Cleaning compounds and procedures.
  - 2. Chemical treatment for closed systems.
  - 3. Chemical treatment for steam systems, including installation and operating instructions.

4. Chemical treatment for open loop systems.
  5. Glycol water heat transfer systems.
- B. Water analysis verification.
- C. Materials Safety Data Sheet for all proposed chemical compounds.
- D. Maintenance and operating instructions.

## PART 2 – PRODUCTS

### 2.1 CLEANING COMPOUNDS:

- A. Alkaline phosphate or non-phosphate detergent/surfactant/specifically to remove organic soil, hydrocarbons, flux, pipe mill varnish, pipe compounds, iron oxide, and like deleterious substances, with or without inhibitor, suitable for system wetted metals without deleterious effects.

**NOTE: Provide aluminum safe cleaning compounds in heating hot water systems which use an aluminum block boilers; coordinate treatment materials with the boiler manufacturer or their representative based on written recommendations.**

- B. Refer to Section, PIPING SYSTEMS & ACCESSORIES - HVAC, PART 3, for flushing and cleaning procedures.

## PART 3 – EXECUTION

### 3.1 INSTALLATION:

- A. Delivery and Storage: Deliver all chemicals in manufacturer's sealed shipping containers. Store in designated space and protect from deleterious exposure and hazardous spills.
- B. Install equipment furnished by the chemical treatment supplier and charge systems according to the manufacturer's instructions and as directed by the Technical Representative.
- C. Perform tests and report results.
- D. Instruct owner personnel in system maintenance and operation.

### 3.2 INSPECTIONS AND MAINTENANCE:

- A. Furnish complete inspection and maintenance service on water treatment equipment for a period of one year after completion and acceptance of the water treatment equipment installation. This maintenance service shall begin concurrently with the guarantee. Maintenance work shall be performed by skilled personnel directly employed and supervised by the same company that provided the water treatment equipment specified herein.
- B. The maintenance service shall include the following:
1. Monthly systematic examination of equipment.
  2. Cleaning, lubricating, adjusting, repairing and replacing of all parts as necessary to keep the equipment in first-class condition and proper working order.
  3. Furnishing all lubricant, cleaning materials and parts required.

4. The operational system shall be maintained to the manufacturer's standards specified including any changes and/or adjustments required to meet varying conditions.
5. Provide 24 hour emergency call-back service which shall consist of promptly responding to calls within two hours for emergency service should a shutdown or emergency trouble develop between regular examinations. Overtime emergency call-back shall be limited to minor adjustments and repairs required to protect the immediate safety of the equipment.
6. Service personnel shall report to the owner or his authorized representative upon arrival and again upon completion of the required work. A copy of the work ticket containing a complete description of the work performed shall be given to the owner.
7. The Contractor shall maintain a log in the boiler room and chiller room. The log shall list the date and time of all monthly examinations and all trouble calls. Each trouble call shall be fully described including the nature of the call, necessary correction performed and/or parts replaced.

### 3.3 PACKAGED REVERSE OSMOSIS SYSTEM

- A. Install where indicated on drawings.
- B. Follow manufacturer's recommendations for installation procedures.
- C. Provide each unit with water supply and drain connection.

END OF SECTION 230510

**SECTION 230600: AIR DISTRIBUTION & ACCESSORIES – HVAC**

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 230200 for HVAC General Provisions
- C. Refer to Section 230210 for HVAC Basic Materials & Methods.
- D. This Contractor shall coordinate with the work of Division 26 and the Fire Alarm System vendor for locations and mounting of all duct smoke detectors. These devices are shown on the Mechanical Drawings for reference only to show the intent of the work. All locations shall be determined based on approved shop drawings from the Fire Alarm System vendor and the Contractor for the work of Division 26, Electrical. Mount smoke detectors in the supply and return air stream at each unit in accordance with NFPA 72.

1.2 DESCRIPTION OF WORK

- A. This Section includes labor, material, equipment and supervision to provide a complete air distribution system as specified herein and as shown on drawings.
  - 1. Ductwork – Single Wall, Square and Rectangular
  - 2. Ductwork - Single Wall, Spiral Round
  - 3. Flexible Air Duct
  - 4. Dampers
  - 5. Air Diffusers, Registers and Grilles

1.3 REFERENCE STANDARDS

- A. Refer to Section 230200 for a general description of requirements applying to this section.
- B. Requirements established within the portions of the Project Manual titled Division 1, General Requirements, are collectively applicable to the work of this section.
- C. IMC (International Mechanical Code).
- D. SMACNA (Sheet Metal and Air Conditioning Contractors National Association, Inc.)
- E. American Society of Heating, Refrigerating and Air Conditioning Engineers' recommendations in ASHRAE Guide shall apply to this work.
- F. ARI Standard 885 - Standard for Estimating Occupied Sound Levels in the Applications of Air Terminals and Air Outlets.

- G. UL (Underwriter's Laboratories, Inc.)
  - H. NFPA 90A and 96 (Designer choice) shall apply to this work.
  - I. State Fire Prevention Regulations.
- 1.4 QUALITY ASSURANCE
- A. Refer to Section 230210 for a general description of requirements applying to this Section.
- 1.5 SUBMITTALS
- A. Submit shop drawings and product data in accordance with Section 230200.
  - B. Submit the following:
    - 1. Shop drawings of all sheet metal. Indicate all steel, piping, conduit, and Architectural/Structural features to demonstrate complete coordination. Scale shall not be less than 1/4".
      - a. Shop drawings shall indicate the sizes and lengths of each section of ductwork as well as all system components such as coils, VAV boxes, access doors, dampers, diffusers and register locations. Also indicate the type of joints used and where internal acoustic lining or insulation, if required, will be utilized.
      - b. The location of the duct runs and the air outlets shall be closely coordinated with all other trades by the sheet metal contractor to avoid interference. The shop drawings shall show the contact surfaces adjacent to the ducts or air outlets and the space assigned for concealment. The drawings shall indicate principal items of equipment, adjacent piping and conduit, etc., the location of which shall be secured from the contractors of other trades.
      - c. Sheet Metal Contractor to include resubmissions of the shop drawings to the Engineer. The resubmissions are to include all corrections to previous submissions.
    - 2. Manufacturer's literature and performance data of all equipment and devices.
    - 3. Samples: Furnish color samples, etc., at request of the Architect.
- 1.6 SUBSTITUTIONS
- A. 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, they shall be responsible for any and all additional costs associated with the changes required by other trades.

#### 1.7 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.

### PART 2 – PRODUCTS

#### 2.1 DUCTWORK (SINGLE WALL, SQUARE AND RECTANGULAR)

- A. All ductwork shall be fabricated in accordance with SMACNA "HVAC Duct Construction Standards - Metal and Flexible" latest Edition except as described below. The minimum thickness of metal ductwork is 26 gauge. Fabrication requirements shall be based on ductwork subjected to positive or negative pressures of 4", 3", 2" W.G. Ductwork systems shall be sealed to SMACNA "Seal Class "A", "B", "C" Standards. Alternatively, "Ductmate" System 45 can be used in accordance with manufacturer's specifications. Drive slip joints are not permitted.

Exception: For ductwork smaller than 12" x 8", Contractor may provide slip and drive joints with all joints sealed with Hardcast tape and mastic system.

- B. Rectangular ducts for 4", 3", 2" W.G. or less, positive or negative pressure shall be per SMACNA Table 1-7, 1-6, 1-5. Longitudinal seams shall be Pittsburgh Lock Type L-I per SMACNA Figure 1-5. Transverse joints shall be standing seam type T -15 per Figure 1-4.

- 1. In the event that material size is not compatible with duct size and segmenting must be utilized to fabricate duct, use SMACNA Figure 1-5, seam L-4 (Standing Seam).

- C. Joints:

- 1. Per SMACNA Transverse Joint Reinforcement Table 1-12, only joints T -22, T -25a, T -25b and Proprietary slip on flanges will be acceptable.
  - 2. Joints T -25a and T -25b that have stress fractures from bending will not be accepted.
  - 3. All joints will have butyl gasket 3/16" thick by 5/8" wide installed per manufacturers installation instructions.

- D. Ductwork systems for this standard shall be galvanized sheet steel, commercial quality of lock - forming grade, conforming to ASTM coating standards A-525 or A-527 with coating of designation G-60. For corrosive or moist conditions, use coating designation G-90.

1. Where the outer surface of the duct is exposed in finished spaces and is not scheduled for insulation, duct material shall be galvanized, suitable for field painting by the Mechanical/General Contractor. (Designer Choice/Coordinate with Architect)
- E. The size and configuration of each duct shall be indicated on design drawings. Where thicker sheets or different types of materials are required, they shall be specified on the design drawings or in the project specifications.
- F. Aluminum Rectangular Ductwork:
1. Aluminum ductwork shall be two B.& S. gauges heavier than specified for the equivalent width steel ductwork. Bracing, supports and joints shall be as specified for steel ductwork.
  2. Aluminum ducts shall be used where the ducts are concealed when exhausting saturated air from dishwashing, showers, outside air intakes and similar designated spaces.
  3. Dishwashing exhaust ducts shall be made watertight by means of silicone or 3M duct sealant properly installed and compressed at each joint and seam.
- G. Kitchen exhaust duct shall have all joints, seams, penetrations and duct-to-hood collar connections with continuous, external, liquid-tight welds.
1. Carbon Steel: Fabricate from 16 gauge, ASTM-A569 hot rolled or ASTM-A366.
  2. Stainless Steel: Fabricate from 18 gauge, Type 304, 2D finish.
  3. Option: Factory fabricated grease duct system, U .L. listed, which meets all the requirements of NFPA 96.
- 2.2 DUCTWORK (SINGLE WALL, SPIRAL ROUND)
- A. Design Pressure: 2", 3", 4"(Designer Choice)
- B. Leakage: All ductwork shall meet SMACNA Class "A" leak standards.
- C. Fabrication:
1. Gauges, reinforcing angles, seams, joints, fabrication methods, installation methods and practices, duct reinforcement, fabricated dampers and devices installed in duct system, fittings, etc., shall conform to the latest editions of SMACNA standards for construction in accordance with requirements indicated in these specifications.
  2. Minimum metal gauges shall be 26 gauge (.019). Follow SMACNA Table 3-2A for Positive pressure and Table 3-2B for Negative pressure.

3. Where the outer surface of the duct is exposed in finished spaces and is not scheduled for insulation, duct material shall be galvanized, suitable for field painting by the Mechanical/General Contractor.

D. Joints:

1. Duct up to 36" diameter - Male/Female beaded slip joint similar to SMACNA Figure 3-2, joint RT-1 or RT-5, as long as it meets the criteria for the system design pressure. Fittings shall be undersized to fit into spiral duct. All joints shall be secured with a minimum of 4 screws on each duct section (equally spaced). Seal joint with an approved sealant compound, continuously applied prior to assembly of joint and after fastening, making certain that the majority of the sealant resides on the interior of the joint.
2. Duct 37" - 60" diameter: Companion angle Vanstone with full face gaskets having bolt holes punched through prior to insertion of bolts. Gasketing shall be 1/8" thick. Joint is per SMACNA Figure 3-2, joint RT -2 and RT -2A.
3. For all dust collection and particulate carrying duct, SMACNA Figure 3-2, joint RT -3 up to 16" diameter and RT -2 or RT -2A are the only acceptable joints. RT -3 joints do not require any additional sealant as long as the band has gasketing installed by manufacturer. Joints RT -2 and RT -2A require full face gaskets having bolt holes punched through prior to insertion of bolts. Gasketing shall be 1/8" thick. There shall be no fasteners penetrating the duct for collection systems.
4. In lieu of beaded slip connections or Vanstone angle ring connections (the above-mentioned joints), there are proprietary connections that may be used, as long as they meet the pressure criteria set forth in this specification.

2.3 FLEXIBLE AIR DUCT

- A. Insulated flexible air duct shall be non-metallic. Air duct shall comply with the latest NFPA Bulletin No. 90A and be labeled as Class 1 Air Duct, U.L. Standard No. 181.
- B. Air ducts shall be suitable for working pressure of not less than plus 10.0 and minus 0.5 inches of W.G.
- C. Non-metallic air duct shall be two element spiral construction composed of a corrosion resisting metal supporting spiral and a vinyl coated fiberglass base fabric and shall be mechanically interlocked together.
- D. Insulation shall be fiberglass flexible blanket with vapor barrier outer jacket of polyethylene or reinforced mylar. Maximum thermal conductance of 0.23 Btu/Hr./SF/Inch at 75 deg. F temperature.
- E. Approved manufacturers shall include the Wiremold Company, Flexmaster USA, Owens-Corning, Thermaflex Flex Vent.

OR

- A. Core material shall be an acoustical spun bond nylon fabric supported by helically wound galvanized steel. The fabric shall be mechanically fastened to the steel helix without the use of adhesive. The core shall maintain its free area and a center line radius of 1.0 or better.
- B. The internal working pressure rating shall be at least as follows with a bursting pressure of at least 2½ times the working pressure.
  - 1. Positive: 6 inches W. G.
  - 2. Negative: 5 inches W. G.
- C. The duct shall be rated for a velocity of at least 5,500 feet per minute.
- D. Suitable for operating temperatures of at least 250°F.
- E. Minimum Acoustic Performance:
  - 1. The insertion loss (dB) of a 9 foot length of duct when tested in accordance with ASTM E 477 at a velocity of 2,500 feet per minute shall be at least:

	125 Hz	250 Hz	500 Hz	1,000 Hz	2,000 Hz	4,000 Hz
1) 8 inch dia.	27	27	32	33	37	33
2) 12 inch dia.	24	23	30	31	37	25

- F. Insulation shall be fiberglass flexible blanket with metalized vapor barrier, rated for R6.
- G. Manufacturer: Flexmaster USA

2.4 DAMPERS

- A. Provide where indicated and required to control flow of air and balance system.
- B. Round dampers shall be single blade, molded synthetic bearings at each end, 20 gauge galvanized steel, adjusting quadrant and locking device. Round dampers shall be Ruskin Model MDRS25.
- C. Rectangular and square dampers shall be opposed blade within 16 gauge galvanized steel channel frame with corner brace, 16 gauge galvanized steel blades; molded synthetic bearings and hex steel shafts, exposed or concealed linkage, adjustable quadrant and locking device. Dampers shall be Ruskin Model MD35.
- D. Approved Manufacturers: Ruskin, Arrow, Nailor-Hart, Pottorff, Lloyd Industries, Inc., Cesco Products, Louvers & Dampers, United Enertech.

## 2.5 AIR DIFFUSERS, REGISTERS AND GRILLES

A. Air diffusing terminals shall be provided in duct runs on drawings. The diffusers shall properly and uniformly distribute the design air quantity with no objectionable drafts, while maintaining not more than 50 F. P. M. velocity in the occupied portion of the space.

### B. Ceiling Diffusers:

1. Perforated face air diffusers shall be nominal 24 X 24 size, with borders suitable for lay-in ceiling tile application. Diffusers shall provide one, two, three or four-way blow on the drawings. Provide diffusers with perforated face, 3/16" diameter holes on 1/4" staggered centers. Discharge pattern shall be easily adjusted by unlatching and dropping the perforated face, then rotating the pattern controllers. Diffusers shall be heavy gauge steel back pan and face. Provide adjustable control grid with volume damper. Damper adjustment shall be through the diffuser face. (Designer's Note: NOT Used on CCHS Projects) Finish shall be factory primed and painted with a baked-on white enamel finish.

a. Manufacturer: Titus Model PAS. Price Model PDMC

### OR

1. Perforated face radial air diffusers shall be nominal 24x24 or 24x48 module size with borders suitable for lay-in ceiling tile application. Diffusers shall provide two-way blow. Provide diffusers with 51 % free area perforated face, 3/16" diameter holes on 1/4" staggered centers. Diffusers shall be heavy gauge steel back pan, maximum 6" deep and face maximum 5/8" deep reveal on face plate. Finish shall be factory primed and painted white.

a. Face and air chamber shall be provided with two retainer cables.

b. Manufacturer: Titus Model TriTec. Price HCF

### 2. Square Louvered Diffuser Face:

a. Square housing, welded steel construction core of square concentric louvers, removable at face of diffuser, round duct connection, with borders suitable for lay-in ceiling tile application.

b. Diffuser Patterns: Fixed louver face for 1, 2, 3, or 4 direction air flow, direction indicated on drawings. Each diffuser shall be provided with adjustable control grids. (Designer's Note: NOT Used on CCHS Projects)

c. Finish: Matte white finish.

d. Manufacturers: Titus Model TDC. Price Model SMD

3. Linear Diffusers:

- a. Linear diffusers shall be horizontal continuous slot type with multiple slots per the schedule and drawings. Construction shall be extruded aluminum with 1/2", 3/4" or 1 " slots. The diffusers shall have integral devices to equalize air flow over the entire length of the diffuser.
- b. Multiple sections of diffusers shall be installed in a continuous arrangement, the butt ends shall be provided without flanges to provide a continuous effect. Multiple sections shall be aligned and fastened with alignment pins and slots or a similar method.
- c. Linear diffusers shall be provided with adjustable vanes to provide horizontal, vertical or midway patterns of air diffusion. Finish as selected by Architect.

4. Drum Diffusers:

- a. Drum diffusers shall be vertical rotating louvered type. Diffusers shall be extruded aluminum with a felt seal around rotating drum. Drum shall rotate up to 30 degrees off center, each direction.
- b. Drum diffusers shall have vertical adjustable vanes for horizontal control.

5. VA V Ceiling Diffusers:

- a. Diffusers shall be square face, round inlet neck design, complete with integral, thermally, powered thermostats and variable volume type airflow control.
- b. Diffusers shall be nominal 24"x24" face size suitable for lay-in, tee bar ceiling grid.
- c. Temperature setpoints shall be separately adjustable for heating and cooling, easily accessible near or behind the faceplate.
- d. Diffuser faceplate shall swing down or slide back and be retained by hinges, clips or brackets.
- e. Control mechanism shall automatically change over between heating and cooling by sensing duct supply air temperature.
- f. Diffuser finish shall be white enamel.
- g. Manufacturers: Acutherm Therma-Fuser, Thermal Products Corp., Vari-Flow Diffuser, Titus-Rickard, Performance Air Products, Inc.

6. Square Ceiling Supply Diffuser:

- a. Square panel ceiling diffusers shall have a 22-gauge steel face panel that captures a secondary 22-gauge panel. The OMNI-AA Price ASPD shall have a

heavy gauge aluminum face panel that captures a secondary heavy gauge aluminum panel. The exposed surface of the face panel shall be smooth, flat, and free of visible fasteners. The back of the face panel shall have an aerodynamically shaped, rolled edge to ensure a tight horizontal discharge pattern.

- b. The back pan shall be one piece precision die-stamped and shall include an integrally drawn inlet. The diffuser back pan shall be constructed of 22-gauge steel. The finish shall be #26 white. The finish shall be a baked on anodic acrylic paint, with a pencil hardness of HB to H.
- c. Back shall have molded insulation blanket. The insulation shall be R-6, foil-backed, and provide an additional 1-inch gap around the neck to install insulated flex duct.
- d. Titus model: OMNI Price Model SPD

7. Round Ceiling Supply Diffuser:

- a. Round plaque ceiling diffusers shall be constructed of 18-gauge steel and heavy gauge aluminum plaque face. The exposed surface of the plaque shall be smooth and flat. The airflow discharge pattern shall be field adjusted from horizontal to vertical by repositioning the plaque assembly using the adjusting screws. The plaque assembly shall be constructed as a single inner assembly and must be easily removable.
- b. The finish shall be #26 white. The finish shall be a baked on anodic acrylic paint, with a pencil hardness of HB to H.
- c. Titus model: R-OMNI Price Model RPD

8. Round Cone Diffusers:

- a. Adjustable round cone diffuser, welded steel construction with round neck and removable inner assembly of cones.
- b. Air pattern shall be field adjustable from horizontal to vertical.
- c. Finish: Matte white finish
- d. Titus Model TMRA Price Model RCD

C. Registers & Grilles:

- 1. Registers and grilles shall be steel construction, fixed single deflection type, with clips and/or flange holes and screws (as required by Architectural finishes) to secure registers to ceiling construction. Face bars shall be inclined 30 degrees. Registers and grilles shall be factory primed and painted with a baked-on white enamel finish.

2. Wall Supply Registers:
  - a. Provide manufacturer's standard wall registers where shown; of size, shape, capacity, type of materials and components indicated.
  - b. Register Materials: Steel construction: Manufacturer's standard stamped sheet steel frame and adjustable blades.
  - c. Register Faces: Vertical/Horizontal Straight Blades: Vertical/Horizontal blades, individually adjustable, at manufacturer's standard spacing.
  - d. Register Patterns: Double Deflection: 2 sets of blades in face, rear set at 90 degrees to face set.
  - e. Register Finishes: Aluminum Enamel: Air-dried aluminum enamel prime finish.
3. Wall Registers: (Security Grade)
  - a. Provide manufacturer's standard, heavy duty wall registers where shown; of size, shape, capacity, type of materials and components indicated.
  - b. Register Border: 16-gauge steel construction with mitered comers.
  - c. Register Louvers: 14-gauge steel louvers on 3/8" centers through the sleeve and wire welded at both ends, supports at 6" centers.
  - d. Sleeve: 14-gauge steel sleeve welded to grille frame.
  - e. Steel Mesh Screen: 10-gauge, 3/8" woven steel screen.
  - f. Register Finishes: Aluminum Enamel: Air-dried aluminum enamel prime finish.
4. Direct Spiral Duct-Mounted Supply Grilles:
  - a. Aluminum supply grilles shall be direct spiral duct-mounted supply grilles, double deflection of the sizes and mounting types as shown on the plans. The deflection blades shall be available parallel to the long or short dimension of the grille or register. All supply grilles shall be constructed with radius end caps and foam gaskets for a tight seal to the duct diameter. All supply grilles shall be constructed with a border.
  - b. Blades shall be constructed of heavy duty extruded aluminum and shall be spaced 3/4" apart. Blades shall extend completely through the side frame on each side to ensure stability. Blades shall be individually adjustable without loosening or rattling and shall be securely held in place with tension wire.
  - c. Air scoop damper/extractor shall be constructed of heavy duty aluminum. The ASD must be operable from the face with a screwdriver.

- d. The grille finish shall be as selected by the Architect.
5. Supply Grilles (SG):
    - a. Aluminum supply grilles shall be available parallel to the long dimension of the grille. All supply grilles shall be constructed with a 1 1/4-inch wide heavy aluminum border having a minimum thickness of 0.040-0.050 inch. Outer borders shall be assembled and interlocked at the four corners and mechanically staked to form a rigid frame. Screw holes shall be countersunk for a neat appearance.
    - b. Blades shall be constructed of heavy duty aluminum and shall be contoured to a specifically designed airfoil cross-section to meet published performance data. Where indicated in drawing schedule or plans opposed-blade volume damper shall be constructed of heavy gauge steel or aluminum.
    - c. The finish shall be #26 white. The finish shall be a baked on anodic acrylic paint, with a pencil hardness of HB to H.
    - d. Titus model: 272FL Price Model 22
  6. Ceiling Return Register (CR):
    - a. Ceiling registers shall have a perforated face with 3/16-inch diameter holes on 1/4-inch staggered centers and no less than 51 percent free area. Perforated face shall be aluminum according to the model selected. The back pan shall be one piece stamped heavy gauge steel of the sizes and mounting types shown on the plans and outlet schedule.
    - b. The finish shall be #26 white. The finish shall be a baked on anodic acrylic paint, with a pencil hardness of HB to H. Inside of back pan shall be painted flat black.
    - c. Titus Model: PAR Price Model PDDR
  7. Return Grille (RG):
    - a. Return grilles shall provide a free area of at least 90%. Outer borders shall be constructed of heavy extruded aluminum with a thickness of 0.040-0.050 inch and shall have countersunk screw holes for a neat appearance. Aluminum grid shall be 1/2 x 1/2 x 1/2 inch.
    - b. The finish shall be #26 white. The finish shall be a baked on anodic acrylic paint, with a pencil hardness of HB to H.
    - c. Titus model: 50F Price Model 80
  8. Supply, Return, Exhaust and Transfer Grilles (SG, RG, EG & TG):

- a. Grilles shall be available parallel to the long dimension of the grille. Construction shall be of steel with a 1 1/4-inch wide border on all sides. Screw holes shall be countersunk for a neat appearance. Corners shall be welded with full penetration resistance welds.
  - b. Deflection blades shall be firmly held in place by mullions from behind the grille and fixed to the grille by welding in place. Blade deflection angle shall be available at 35°.
  - c. The finish shall be #26 white. The finish shall be a baked on anodic acrylic paint, with a pencil hardness of HB to H.
  - d. Titus model: 300 RL (SG), 355RL (RG, EG, & TG)  
Price Model 520FL(SG), 535 FL(RG,EG & TG)
9. Ceiling Return Filter Grille (CR):
- a. Return filter grilles shall be of size and mounting type as shown on the drawings and schedules.
  - b. Return grilles shall provide minimum free area of 90%.
  - c. Borders shall be constructed of heavy extruded aluminum with countersink holes or frame suitable for ceiling finish in each room.
  - d. The four corners shall be interlocked and mechanically staked to form a rigid frame.
  - e. Aluminum grid core shall have 1/2 x 1/2 x 1/2 inch openings
  - f. Return grilles shall be provided with a filter frame that will accommodate a standard 1-inch thick disposable filter to fit the specified duct size. Filter shall be grille module size minus 4 inches. Filter capacity shall be as scheduled on the drawings.
  - g. Return grille finish shall be white powder coat.
  - h. Titus Model: 355RLF1. Price Model 535FF
10. Ceiling Louvered Return Filter Grille (CR): D.N.: Use on all ASD and BSD Schools
- a. Return filter grilles shall be of size and mounting type as shown on the drawings and schedules.
  - b. Borders shall be constructed of steel with countersink holes or frame suitable for ceiling finish in each room.

- c. The four corners shall be interlocked and mechanically staked to form a rigid frame.
  - d. Deflection blades shall be ½ inch spacing, 45° deflection.
  - e. Return grilles shall be provided with a filter frame that will accommodate a standard 1-inch thick disposable filter to fit the specified duct size. Filter shall be grille module size minus 4 inches. Filter capacity shall be as scheduled on the drawings.
  - f. Return grille finish shall be white powder coat.
  - g. Titus Model: 355RLF1. Price Model 535FF
- D. Manufacturers: Provide diffusers, registers and grilles of one of the following:

Anemostat	Price
Carnes Co.	Titus
Krueger	Tuttle & Bailey
Metalaire	Nailor Industries

## PART 3 – EXECUTION

### 3.1 DUCTWORK

- A. Dimensions on drawings are inside dimensions. Sheet metal dimensions shall be increased to suit thickness of acoustic duct lining, if applicable. Ductwork that is lined with acoustic lining is or is not insulated.

Designer Note: Coordinate choice in 3.1.A with your choice of liner in Section 230230.

- B. Ducts shall be concealed unless otherwise indicated.
- C. Changes in direction shall be made with radius bends or turning vanes.
- D. Supports shall be galvanized steel for steel ductwork and aluminum for aluminum ductwork.
- E. Locate ceiling air diffusers, registers, and grilles on "Reflected Ceiling Plans". Unless otherwise indicated, locate units in center of acoustical ceiling modules.
- F. Do not install ductwork directly above any electrical equipment.
- G. Ductwork shall be supported per SMACNA Standards except as follows:
  - 1. Rivet or screw to side of duct when using flat strap hangers. Rivet or screw to bottom of duct when using trapeze hangers.

2. Extend hangers down the side of the duct at least 9"; pass hangers under ducts less than 9" deep.
  3. Space hangers not more than 8' on centers for ducts up to 18" wide and 4' on centers for ducts over 18" wide.
  4. Wire hangers are not acceptable.
  5. Support ductwork from building structure with expansion bolts, rods, steel angles or channels installed to meet existing or new building conditions.
  6. Drilling into the roof deck is not permitted.
  7. Driving nails into anchors is not permitted.
- H. Air Flow Control:
1. Major take-offs: Install volume control dampers.
  2. Branches: Install volume control dampers in all branches and at tap in branch take-off connections.
  3. Elbows: Use unvaned elbows with throat radius equal to width of duct and full heel radius; provide turning vanes where full throat and heel radius are not possible.
  4. Transitions: Make transitions in ducts as required by structural or architectural interferences.
    - a. Proportion airways to compensate for any obstructions within duct.
    - b. Avoid dead ends and abrupt angles.
    - c. Do not exceed 15 degrees slope on sides of transitions.
- I. Ductwork from humidifiers to 20'-0" downstream shall have watertight joints. (D.N.: OMIT IF NOT USED)
- J. For all exterior single wall, square or rectangular ductwork, ensure that the top of all horizontal ductwork is crowned to minimize accumulation of weather on top of the finished insulation system jacket specified in Section 230230.
- K. Ductwork on the roof shall be supported by an engineered, prefabricated hanger system specifically designed for installation on the roof without roof penetrations, flashing or damage to the roofing material. The system shall consist of bases made of high density polypropylene plastic with additives for UV protection, hot dipped galvanized structural steel frames, hangers, fasteners, rods, etc. The system shall be completed and designed to fit the ductwork installed under actual conditions of service. The system shall be furnished as manufactured by PHP Systems & Design or Anvil International Haydon H-Block. (Designer Choice)

### 3.2 LOUVERS

- A. When open louvers are provided on a job, and the louver is open on the back, the contractor shall provide a 2" deep drip pan. Pan shall extend the full length of the louver. Drip pan shall be fabricated from a minimum of 24 gauge galvanized sheet steel. Cross break pan for rigidity. All seams to be welded.
- B. Drip pans shall be securely fastened to building structure. Do not hang pans from ductwork, piping systems or equipment. Contractor shall submit shop drawings, showing pan detail and methods of support.

OR

### 3.2 LOUVERS

- A. Locate and place louver units level, plumb and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible.
- C. Provide perimeter reveals and openings of uniform width for sealants and joint fillers.
- D. Repair damaged finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory, make required alternations and refinish entire unit or provide new units.
- E. Protect galvanized and non-ferrous metal surfaces from corrosion or galvanic action by applying a heavy coating of bituminous paint on surfaces that will be in contact with concrete, masonry or dissimilar metals.

### 3.3 FLEXIBLE AIR DUCT

- A. When flexible duct is used for final connection between duct mains on branches and diffusers on registers. The maximum length of flexible ductwork shall be 5'-0" in length.
- B. Flexible ductwork shall be properly hung at the tap collar in order to prevent eventual wear and damage to the flexible duct.
- C. The ceiling tile system should not be considered a support on which to lay flexible duct. Refer to SMACNA Standards for proper installation.

### 3.4 DUCT SYSTEM LEAK SEALING

- A. Joints in duct systems at duct heaters, air monitors, fire dampers, sound traps, supply air terminals including air handling light fixtures, shall be sealed to prevent air leakage.
- B. All duct joints and seams in medium pressure and high pressure duct systems shall be sealed to SMACNA Seal Class" A" Standards to prevent air leakage.

- C. In the event there is in excess of 5% air leakage indicated in low pressure duct systems, it shall be the Contractors responsibility to seal the duct system. The amount of sealing necessary shall be that required to obtain the design air quantity at each terminal.
- D. Duct sealing shall be by means of high velocity duct sealants such as Hardcast and/or Neoprene gaskets. Type of sealant and method of application shall conform to recommendations in SMACNA high velocity duct construction standards.

### 3.5 DUCTWORK TESTING

- A. The following ductwork shall be pressure leak tested:
  - 1. Supply ductwork
  - 2. Return ductwork
  - 3. Exhaust ductwork
  - 4. Outside air intake ductwork
- B. All tests shall be conducted in accordance with AABC National Standards.
- C. Ducts to be tested at 100% maximum of static pressure before any duct is insulated externally and concealed in accordance with SMACNA Standards.
- D. Calculate the allowable leakage using leakage factor of 5% of Design Air Flow.
- E. Select a limited section of duct for which the estimated leakage will not exceed capacity of the test apparatus.
- F. Connect the blower and flow meter to the duct section and provide temporary seals at all openings of the ductwork.
- G. Start the blower motor with the inlet damper closed. Increase pressure until the required level is reached.
- H. Read the flow meter and compare the leakage in cfm. Reading should be 5% or less of design flow for the duct segment being tested.
- I. If reading is more than 5% of design flow, depressurize duct, repair all leaks and retest until 5% or less of design flow is obtained.
- J. Complete test reports and obtain Owner's witness signature.
- K. Remove all temporary blanks and seals.
- L. Warning: Do not overpressure duct.

### 3.6 EQUIPMENT

- A. Test apparatus shall consist of an airflow measuring device, flow producing unit,

pressure indicating devices and accessories necessary to connect the metering system to the test specimen.

- B. The Contractor conducting tests shall arrange for or provide all temporary services, all test apparatus, all temporary seals and all qualified personnel necessary to conduct the specified testing.
- C. Test apparatus shall be accurate within plus or minus 7.5% at the indicated flow rate and test pressure and shall have calibration data or a certificate signifying manufacture of the meter in conformance with the ASME Requirements for Fluid Meters. Verification of above, to be supplied to Owner upon request.
- D. Pressure differential sensing instruments shall be readable to 0.05" scale division for flow rates below 10 cfm or below 0.5" w.g. differential. For flows greater than 10 cfm scale divisions of 0.1" are appropriate. U-tube manometers should not be used for reading less than 1" of water.
- E. Liquid for manometers shall have a specific gravity of 1 (as water) unless the scale is calibrated to read in inches of water contingent on use of a liquid of another specific gravity, in which case the associated gauge fluid must be used.
- F. Instruments must be adjusted to zero reading before pressure is applied.

### 3.7 TEST REPORT

- A. Log the project and system identification data.
- B. Enter the fan CFM, the test pressure, and the leakage class specified by the designer.
- C. Enter an identification for each duct segment to be tested.
- D. Calculate the allowable leakage factor. Enter this number on the report for each test segment.
- E. Conduct and record the field tests. If the sum of the CFM measured is less than or equal to the sum of the allowable leakage, the test is passed. Record the date(s), presence of witnesses and flow meter characteristics.
- F. Maintain a mechanical duct plan of all tested duct segments. Plan to include duct segment identification and dates tested.
- G. Test reports shall be submitted as required by the project documents.

### 3.8 LABELING

- A. At all fire damper, smoke damper and combination fire/smoke damper locations, access doors in ductwork shall be identified with a permanent placard of red-white-red laminated commercial grade plastic construction, minimum one-half inch high capital letters,

reading, "FIRE DAMPER", "SMOKE DAMPER", "FIRE/SMOKE DAMPER" as appropriate for the installation. Attach securely to face of access door with brass screws at each corner, sealed airtight.

END OF SECTION 230600

## **SECTION 230725: TERMINAL HEATING UNITS**

### 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 230200 for HVAC General Provisions
- C. Refer to Section 230210 for HVAC Basic Materials & Methods.

#### 1.2 DESCRIPTION OF WORK

- A. This Section includes work necessary and/or required and materials and equipment for construction of a complete system. Such work includes, but is not limited to the following:
  - 1. Unit Heaters

#### 1.3 REFERENCE STANDARDS

- A. Refer to Section 230200 for a general description of requirements applying to this section.

#### 1.4 QUALITY ASSURANCE

- A. Refer to Section 230210 for a general description of requirements applying to this Section.

#### 1.5 SUBMITTALS

- A. Submit shop drawings in accordance with Section 230200.
- B. Submit shop drawings and descriptive data for all equipment specified in this section.

#### 1.6 SUBSTITUTIONS

- A. 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 not 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, this Contractor shall be responsible for any and all additional costs associated with the changes required by other trades.

#### 1.7 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.

## PART 2 – PRODUCTS

### 2.1 UNIT HEATERS

- A. Propeller type, direct drive, resilient-mounted motor, arranged for horizontal discharge, double-deflection louvers.
- B. Tested at 400 psig hydrostatic and 200 psig air under water.
- C. Enclosure shall be steel, cleaned, phosphated, primed and finished in baked enamel.
- D. Manufacturers: Airtherm Manufacturing Co., American Air Filter, Embassy Industries, Daikin McQuay, Modine, Rittling, Sterling, Trane, Vulcan.

## PART 3 – EXECUTION

### 3.1 INSPECTION

- A. Examine areas and conditions under which equipment is to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

### 3.2 INSTALLATION OF UNIT HEATERS

- A. Install heaters in accordance with manufacturer's installation instructions.
- B. Uncrate units and inspect for damage. Verify that nameplate data corresponds with unit designation.
- C. Hang unit from building substrate.
- D. Protect units with protective covers during balance of construction.

### 3.3 INSTALLATION OF CABINET HEATERS

- A. Install cabinet heaters in accordance with manufacturer's installation instructions.
- B. Locate cabinet heaters as shown on the drawings. Coordinate with other trades.
- C. Protect units with protective covers during balance of construction.

### 3.4 CONVECTORS AND FIN TUBE RADIATION

- A. Handle and install units in accordance with manufacturer's written instructions.
- B. Support units rigidly so they remain stationary at all times. Crossbracing or other means of stiffening shall be provided as necessary. Method of support shall be such that distortion and mal-operation of units cannot occur.

- C. Installed height shall be in accordance with manufacturer's recommendations.
- D. Fin tube radiation: Enclosures shall be run continuously, wall-to-wall.

### 3.5 DUCT HEATING COILS

- A. Install in accordance with manufacturer's recommendations.
- B. Coil casing dimensions shall not be less than approach duct dimensions.
- C. Comb fins if damaged. Install safing to eliminate air bypass or leakage at coil sections.

### 3.6 INSTALLATION OF ELECTRIC HEATERS

- A. Install heaters in accordance with manufacturer's installation instructions.
- B. Uncrate units and inspect for damage. Verify that nameplate data corresponds with unit designation.
- C. Hang unit from building substrate.
- D. Protect units with protective covers during balance of construction.
- E. Perform field mechanical balancing in accordance with Section 230950: TESTING AND BALANCING OF MECHANICAL SYSTEMS.

### 3.7 INSTALLATION OF HYDRONIC RADIANT HEAT

- A. Hydronic radiant loops shall be installed in accordance with the manufacturer's recommendations and details as shown on the contract drawings.
- B. All fittings should be accessible for maintenance. Tubing loops shall be installed without splices, as a minimum, from the point at which the tubing enters the panel to the point at which it exits the panel.
- C. Installation shall follow the shop drawings for tubing layout, tubing spacing, manifold configuration, manifold location, and controls. All notes on drawing shall be followed.
- D. The tubing system shall be pressurized, with water or air, in accordance with applicable codes, or to a pressure of 60 psig 24 hours prior to encasement of the radiant panel. The contractor shall provide the water or air for the pressurization of the tubing system. The contractor assumes all liabilities for suitable safety precautions and testing, including the use of compressed air, when applicable.
- E. At start-up time, the contractor shall: follow the manufacturer's recommendations for system water and temperature balancing, record these balance settings at each manifold location and deliver to the Owner a complete record of these settings for inclusion in the operation and maintenance manuals.
- F. Sequence of Operation:

1. Upon a fall of slab temperature, below the setpoint, the circulating pump (P-2) shall cycle on to maintain setpoint. If the outside air temperature falls below 25 degrees F, increase the circulating water temperature by 10 degrees F. If the temperature falls below 10 degrees F, increase the temperature by 20 degrees F. If the outside air temperature rises above 40 degrees F, reduce the circulating water temperature by 15 degrees F. Between 25 degrees F and 40 degrees F, maintain the loop water temperature at 100 degrees F (adjustable).
2. Once setpoint is achieved, circulating pump (P-2) shall cycle OFF.

END OF SECTION 230725

**SECTION 230950: TESTING & BALANCING OF MECHANICAL SYSTEMS**

PART 1 – GENERAL

1.1 JOB CONDITIONS

- A. Systems shall be completely installed and in continuous operation as required to accomplish the tests.
- B. Heating, ventilating and air conditioning equipment shall be completely installed and in continuous operation as required to accomplish the balance work specified.
- C. Adjust and balance shall be performed when outside conditions approximate design conditions indicated for heating and cooling functions.
- D. Make at least two inspections of the mechanical systems during construction to verify that balancing procedures may be accomplished. Report findings to the Architect/Engineer/Construction Manager.
- E. Balancing firm shall balance Mechanical System two (2) times. The first time shall be considered a rough balance. Any discrepancy in air flow shall be addressed to the Architect/Engineer/Construction Manager. The final balancing will be accomplished after review of rough balance reports.
- F. The final balancing reports shall be submitted and approved prior to project's being considered complete; i.e., commencement of warranties.

1.2 ENGINEER QUALIFICATIONS

- A. The firm shall be an independent organization having no affiliation with construction contractors, equipment sales or design engineering.
- B. The firm shall specialize in balancing heating, ventilating and air conditioning systems.
- C. The firm shall show proof of having balanced and tested at least five projects of similar size and scope.
- D. All field work shall be under the direct supervision of a registered Professional Engineer who is a full-time employee of the balancing firm.
- E. The firm shall be certified by and a member of the AABC (Associated Air Balance Council), or NEBB (National Environmental Balancing Bureau).

1.3 REPORT

- A. Data Sheets:
  - 1. Submit data sheets on each item of testing equipment required.
  - 2. Include name of device, manufacturer's name, model number, latest date of calibration and correction factors.

B. Report Forms:

1. Submit specimen copies of report forms.
2. Forms shall be 8-1/2 x 11 inch paper for loose-leaf binding, with blanks for listing of the required test ratings and for certification of report.
3. Reports shall be on standard forms published by AABC or NEBB.

PART 2 – PRODUCTS

2.1 AIR BALANCE INSTRUMENTS

- A. Alnor Velometer with probes and alnor pitot tube.
- B. Rotating Vane Anemometer: 4 inch size.
- C. ASHRAE Standard Pitot Tubes, stainless steel 5/16 inch outside diameter, lengths 18 inches and 36 inches.
- D. Magnehelic Differential Air Pressure Gauges, 0 to 0.5 inches, 0 to 1.0 inch and 0 to 5.0 inches water pressure ranges, each arranged as a portable unit for use with a standard Pitot tube.
- E. Combination Inclined-Vertical Portable Manometer, range 0 to 5.0 inches water.

2.2 WATER BALANCING INSTRUMENTS

- A. 30 Inch Mercury U-Tube Manometer, 200 psig, with 3 valve bypass assembly and return wells or mercury check valves.
- B. Inspector's gauge testing set.
- C. Water Differential Pressure Gauge, 4-1/2 inch dial, 0 to 100 psi range.
- D. Pressure gauge measurement points, quick connect couplings, 1/4 inch psi.

2.3 SYSTEM PERFORMANCE MEASURING INSTRUMENTS

- A. Insertion Thermometers, with graduation at 0.5 degrees F for air and 0.1 degrees F for water.
- B. Sling Psychrometer.

PART 3 – EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Arrange and pay for all tests.

- B. Notify Architect/Engineer/Construction Manager at least three working days in advance of test and conduct in presence of Architect/Engineer/Construction Manager.
- C. Tests to be performed prior to insulation, covering or concealment.
- D. Provide signed report of completion of test with signature of witnesses. Report shall indicate:
  - 1. System Tested
  - 2. Date
  - 3. Specified test requirements and actual testing results
- E. The balancing firm shall report to and review the work required with the Architect/Engineer before beginning field balance work. The balancing firm shall make at least two inspections of the air systems during construction and shall report his findings in writing to the Architect/Engineer.
- F. The balancing firm shall cooperate with the Architect/Engineer/Construction Manager and the Mechanical Contractor to effect smooth coordination of the balancing work with the job schedule.
- G. The balancing firm shall be responsible for getting the various systems into proper operation. They shall enlist the aid of the equipment suppliers and Mechanical Contractor as may be required to effect proper operation consistent with the contract plans and specifications.
- H. When the balancing firm cannot balance a belt-driven piece of equipment with the supplied belts and sheaves, inform the Mechanical Contractor that the Mechanical Contractor shall provide additional sheaves as spelled out in other Division 23 Sections.

### 3.2 CIRCULATING WATER SYSTEM TEST

- A. All piping tests shall be applied not only to piping, but also to all devices and equipment connected thereto with the exception of control valves, boilers or any other equipment which may be damaged by the test pressure. All valves shall be full open.
- B. Test at 100 psi hydrostatic pressure for 6 hours:
  - 1. Record pressures each hour
  - 2. Repair all leaks
  - 3. Retest until 6 hours can be completed with no leaks or loss of pressure.
- C. After completion of successful test, strainers shall be cleaned, then system shall be backflushed and strainers cleaned again.

(DESIGNER NOTE: OMIT 3.3 IF COVERED BY PLUMBING SPECS – VERIFY)

### 3.3 DRAINAGE AND CONDENSATE SYSTEMS TESTING (INCLUDING EXTERIOR PIPING)

- A. Disconnect all equipment and devices which may be damaged by test pressures.

- B. Plug or cap lines.
- C. Test each piping system for leaks in accordance with local inspection test code.
- D. Repair all leaks noted.
- E. Minimum test shall be to fill system to top vent stack and roof drain, and not show a drop of more than 3 inches for 1 hour. Test shall be performed before piping is concealed.
- F. Secure certificate from Municipal Inspector of acceptable test.

(DESIGNER NOTE: OMIT 3.4 IF COVERED BY PLUMBING SPECS – VERIFY)

### 3.4 DOMESTIC WATER & MAKE-UP WATER PIPING TESTING (INCLUDING EXTERIOR PIPING)

- A. Test domestic water piping at 10 psig hydrostatic pressure for 4 hours. Drop in pressure shall not be greater than 1 psig. Use gauge calibrated in one pound increments. If test is under the jurisdiction of local inspector, his requirements may be used provided they are not less than above. Furnish signed report of test and witness.

### 3.5 DUCTWORK TESTING

- A. Witness testing conducted by the Mechanical Contractor per Section 230600, PART 3: EXECUTION.

### 3.6 STEAM SYSTEM TEST

- A. All piping tests shall be applied, only to piping. Piping test shall be made after piping is hung, supported, anchored and guided, and before insulation is applied. When leaks occur in the system, the leaks shall be repaired and retested until no leaks are present. Do not apply test pressures to control valves, coils or traps.
- B. Low pressure steam and condensate piping shall be hydrostatically tested at 100 psig and with steam at 15 psig.
- C. After the steam test is completed, all safety valves, strainers, traps, etc., shall be cleaned of foreign matter and the system shall be operated to prove a positive and quiet steam system circulation.

### 3.7 FUEL OIL SYSTEM TEST

- A. All piping tests shall be applied only to piping. Piping test shall be made after all piping is hung, supported, anchored, and guided. When leaks occur in the system, the leaks shall be repaired and retested until no leaks occur.
- B. All piping shall be tested under pressure or vacuum in accordance with the appropriate articles in NFPA Standards 30 and 31 that govern the installation.

- C. All piping tests shall be witnessed by the Construction Manager/General Contractor (Choose One) and the Owner's Representative. A written record of the test results and witnesses shall be submitted to the Architect/Engineer (Choose One).

### 3.8 BALANCING PROCEDURE

#### A. Air System Balance:

1. With the fan supply system set to handle normal minimum outdoor air, the balancing firm shall perform the following tests and compile the following information:

##### Air Handling Equipment

a. Design Conditions:

- (1) CFM Supply Air
- (2) Static Pressure
- (3) CFM Fresh Air
- (4) Fan RPM

b. Installed Equipment:

- (1) Manufacturer
- (2) Size/Model Number
- (3) Motor HP, Voltage, Phase, Full Load Amperes

c. Field Test:

- (1) Fan Speed
- (2) No Load Operating Amperes
- (3) Fan Motor Operating Amperes
- (4) Calculated BHP

d. Test for Total Air:

- (1) Size of discharge, return air and outside air ducts.
- (2) Number and locations of Velocity Readings taken.
- (3) Duct Average Velocity
- (4) Total CFM
- (5) Outside Air CFM
- (6) Return Air CFM

e. Individual Outlets (Diffusers, Registers and/or Grilles):

- (1) Identify each outlet or inlet as to location and area and fan system
- (2) Outlet, manufacture and type
- (3) Outlet size
- (4) Outlet free area, core area, or neck area
- (5) Required FPM and test velocity found for each outlet.
- (6) Required CFM and test results for each outlet

- f. Test for room/space pressurization
    - (1) As noted on the drawings or as required, final balancing shall include room/space pressure adjustments
    - (2) As confirmed in writing by the Engineer, the supply, return, and/or exhaust air shall be adjusted to required pressure relationship (positive, neutral, negative) while maintaining required total air changes.
  2. After completion of tests, adjustment and balancing under minimum fresh air conditions, set the system for 100% fresh air. Repeat the total CFM tests to check field versus design conditions. The results under 100% fresh air cycle shall agree with conditions found under "minimum fresh air operation" before the system is considered to be in balance. Adjustments of the proper dampers shall be made to achieve balance.
  3. Testing and adjusting of individual outlets shall be performed under procedures recommended by the manufacturers of the outlets. All outlets shall be set for air pattern required and all main supply air and return air dampers to be adjusted and set for design CFM indicated. Any required changes in air patterns, settings, etc., necessary for achieving correct air balance, shall be provided by this Contractor. Total CFM of all outlets shall agree with total CFM of all branches and the grand total shall agree with the air volume for the fan(s).
- B. Water Balance:
1. Water balance shall include heating water, chilled water and condenser water systems. The balancing agency shall perform the following tests, compile data and submit reports.
  2. Pumps:
    - a. Design Data
      - (1) GPM, head
      - (2) RPM, BHP
    - b. Installed Equipment
      - (1) Manufacturer, Size
      - (2) Type Drive
      - (3) Motor HP, Volts, Cycles and Phase
      - (4) Full Load Amperes
    - c. Field Test
      - (1) Discharge Pressures: Full flow & no flow
      - (2) Suction Pressures: Full flow & no flow
      - (3) Operating Head and GPM
      - (4) No Load Amperes (where possible)
      - (5) Full Flow Amperes, No Flow Amperes

(6) Calculated BHP

3. Heating and/or Cooling Elements Including Loop Water to all terminal Units:

a. Design Data:

- (1) MBH Specified, GPM Specified
- (2) Entering Water Temperature (EWT)
- (3) Entering Air Temperature (EAT)
- (4) Water Temperature Drop (DTW)
- (5) Element Type Specified

b. Field Test:

- (1) Identify each element as to location
- (2) Required water temperature drop corrected for item (3) above
- (3) Actual entering air and water conditions (temperature and GPM)
- (4) Adjust element until required temperature drop is obtained

DESIGNER NOTE: keep the following paragraph whenever you have critical building operations that are sensitive to vibration. Most measures in Section 230300 take care of equipment isolation issues. TAB agencies usually ignore this test report, unless there is a problem during start-up.

C. Take vibration measurements on all motors 1 HP and above; submit written report.

1. Furnish instruments and perform vibration measurements as specified in Section 230300: Vibration Isolation – HVAC. Provide measurements for all rotating HVAC equipment including centrifugal compressors, pumps, fans and motors.
2. Record initial and final measurements for each unit of equipment on test forms. Where vibration readings exceed the allowable tolerance and efforts to make corrections have proved unsuccessful, forward a separate report to the Engineer.

D. In addition to the above work, the Balancing Firm shall check the operation of all automatic temperature control equipment; verify all thermostat, aquastat, etc., set-points and operations; and enlist the aid of the Mechanical Contractor and the Control Subcontractor to make necessary adjustments where required.

END OF SECTION 230950

**SECTION 260000: 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. Lighting branch wiring
  - 3. Power wiring
  - 4. Lighting fixtures and lamps
  - 5. Wiring devices
  - 6. Connections for electrically operated equipment
  - 7. Fire alarm and detection system modifications
  - 8. 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  
Fire Protection

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, Fire Protection, 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 CONCRETE

- A. Concrete shall be in accordance with Section 03300, or ACI-613.
- B. The 28-day minimum compressive strength shall be 3000 psi.

## 2.3 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 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.

### 3.11 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.

### 3.12 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".

### 3.13 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.

### 3.14 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.

3.15 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 260000

## **SECTION 260055: 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 260055

## **SECTION 260110: 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 260000 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.
- Surface raceway.
- Wireways.

#### 1.3 REFERENCE STANDARDS

- A. Refer to Section 260000 for a general description of requirements applying to this Section.

#### 1.4 QUALITY ASSURANCE

- A. Refer to Section 260000 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. Surface Raceway:

1. Dual-Service Raceway: Two-piece wireway, base to be .054" galvanized steel, cover to be .040" galvanized steel. Complete unit shall have a cross sectional area of 7.2 square inches. Finish shall be color as selected by Architect. Wireway to be similar to Wiremold Serries 4000, Cat #V4000B and V4000C.

2. Fittings: Wireway shall be provided with a complete line of, but shall not necessarily be limited to, couplings, offsets, elbows, adapters, hold-down clips, end-caps and other components and accessories as needed for a completed system.

3. Subject to compliance with requirements, provide products of one of the following:

Wiremold Co.  
Walker, Butler Manufacturing Co.  
Hubbell

H. 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

I. 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 shall be concealed within the building construction. Should it be impossible or impracticable to install a raceway concealed, the Contractor shall consult with the Architect or Engineer for approval prior to installation.

- E. 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.
- F. Complete the installation of electrical raceways before starting the installation of cables/wires within the raceway.
- G. 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.
- H. 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.
- I. 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.
- 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.

### 3.2 CLEANING

- A. Upon completion of installation of raceways, inspect interiors of raceways; remove burrs, dirt and construction debris.

END OF SECTION 260110

## **SECTION 260120: 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.
- B. 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: 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 260120

## **SECTION 260121: WIRE CONNECTIONS AND DEVICES**

### 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 connectors and termination devices specified herein.

#### 1.2 DESCRIPTION OF WORK

- A. Extent of electrical connectors and termination work is indicated by drawings and specifications.
- B. Types of connectors and termination devices in this section include, but are not limited to the following:
  - 1. Tap type connectors.
  - 2. Split-bolt connectors.
- C. Refer to other sections of Division 26 for, but not limited to, raceways, wires and cables used in conjunction with connectors and termination devices.
- D. Applications for connectors and termination devices required for project are as follows unless otherwise indicated:
  - 1. Branch circuitry
  - 2. Equipment circuitry
  - 3. Control circuitry

#### 1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's data on electrical connectors, high voltage termination to the Engineer.

### PART 2 – PRODUCTS

#### 2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide connectors, high voltage terminations of one of the following manufacturers for each item used:

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.  
Cooper Power Systems

## 2.2 CONNECTORS

- A. Provide factory fabricated metal connectors of sizes, ratings, materials, types and classes as indicated for each service. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements and NEC standards.

Type: Pressure  
Crimp  
Threaded

Class: Insulated  
Non-Insulated

Kind: Copper (for CU to Cu connection).

Style: Butt Connection  
Elbow connection  
Combined "T" and straight connection  
"T" connection  
Split-bolt parallel connection  
Tap connection  
Pigtail connection

## PART 3 – EXECUTION

### 3.1 600 VOLT CABLE CONNECTOR INSTALLATION

- A. Install electrical 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, wire and connector 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, and must be in accordance with wire and cable manufacturer's recommendations. Use pulling means including fish tape, cable or rope which shall not damage raceways including plastic conduits and ducts.

### 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 260121

## **SECTION 260135: 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 INTERIOR NON-METALLIC OUTLET BOXES

- A. Provide non-metallic electrical interior outlet non-gangable wiring boxes, of types, shapes and sizes, including box depths, to suit each respective location and installation; construct with non-metallic, high impact strength polyvinyl chloride material with knockouts in sides and integral cable clamps.

- B. Provide non-metallic outlet box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, fixture studs, and metal straps for supporting outlet boxes, which are compatible with outlet boxes being used and fulfilling requirements of individual wiring situations.
- C. Manufacturers: Subject to compliance with requirements, provide interior outlet boxes of one of the following:

- Carlson
- Sedco
- Certainteed
- Hoffman

### 2.3 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.

### 2.4 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.

### 2.5 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.

## 2.6 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 260135

## **SECTION 260140: 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.

#### 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. Color selection to be verified by Contractor with Architect/Engineer.

#### 2.3 RECEPTACLES

- A. All Simplex receptacles shall be extra heavy duty, 20 amperes, 125 volts, 2 pole, 3 wire grounding, with green hexagonal equipment ground screw, 20 amperes, 125 volts with metal plaster ears, side wiring, NEMA configuration 5-20R unless otherwise indicated. Hubbell Cat. #HBL5361 or approved substitute.

- B. A;; duplex receptacles shall be extra heavy duty, 20 amperes, 125 volts, 2 pole, 3 wire grounding type with green hexagonal equipment ground screw, with metal plaster ears, side wiring, NEMA configuration 5-20R unless otherwise indicated. Similar to Hubbell Cat #HBL5362, or approved substitute.
- C. 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.

## 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 earls, 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.
- C. Three Position Switch: Provide extra heavy duty industrial series, flush toggle, single pole, three position, momentary contact, center position OFF, 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 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.
  - 2. Non-Metallic Plates to be a thermoplastic, virtually indestructible, molded polycarbonate material offering resistance to impact, scratches, discoloration and be self-extinguishing. Plates shall have no-line smooth finish.
- B. Weatherproof device plates shall have spring-hinged waterproof cap suitably configured for each application, including face plate gaskets and corrosion-resistant fasteners. Boxes and devices shall be recessed, weatherproof with smoke gray opaque in-use covers. Intermatic Cat #WP1000(lt)GRC.
- 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.

### 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.

#### 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 260155: 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 260170, 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. 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 260155

## **SECTION 260190: 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.

Rawplug 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 260190

## **SECTION 260452: GROUNDING**

### PART 1 – GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. Types of grounding in this section include the following:

Grounding:

Underground metal piping.  
Underground metal water piping.  
Grounding rods.  
Service equipment.  
Enclosures.  
Systems.  
Equipment.  
Building Structural Steel (Bonding)

### PART 2 – PRODUCTS

#### 2.1 GROUNDING

- A. Except as otherwise indicated, provide each electrical grounding system indicated, with assembly of materials including, but not necessarily limited to, cables/wires, connectors, terminals (solderless lugs), and other items and accessories needed for complete installation. Where materials or components are not otherwise indicated, comply with NEC, NEMA, and established industry standards for applications indicated.

- B. Provide conduit, tube, duct, cable and fittings complying with Division 26 Basic Materials and Methods section, "Raceways", in accordance with the following listing:

Rigid steel conduit.  
Electrical metallic tubing.  
Flexible metal conduit.  
Liquid-tight flexible metal conduit.  
Rigid metal conduit fittings.  
EMT fittings.  
Flexible metal conduit fittings.  
Liquid-tight flexible metal conduit fittings.

#### 2.2 ELECTRICAL GROUNDING CONDUCTORS

- A. Unless otherwise indicated, furnish a green insulated equipment grounding conductor for all feeders and branch circuits, matching power supply wiring materials and sized according to NEC.

#### 2.3 BONDING PLATES, CONNECTIONS, TERMINALS & CLAMPS

- A. Provide electrical bonding plates, connectors, terminals and clamps as recommended by bonding plate, connector, terminal and clamp manufacturers for applications.

## 2.4 GROUND RODS & PLATES

- A. Ground Rods: Steel with copper welded exterior, 3/4" dia. x 10'.

## PART 3 – EXECUTION

### 3.1 INSTALLATION OF GROUNDING SYSTEMS

- A. Install electrical grounding systems in accordance with manufacturer's written instructions and with recognized industry practices to ensure grounding complies with requirements. Comply with requirements of NEC, NESC, NEMA and UL standards for installation of grounding systems.
- B. Coordinate with other electrical work as necessary to interface installation of grounding system with other work.
- C. Clamp cable connections to ground rods.
- D. Install bonding jumpers with ground clamps on water meter piping to electrically bypass water meter.
- E. Install clamp-on connectors only on thoroughly cleaned metal contact surfaces, to ensure electrical conductivity and circuit integrity.

### 3.2 FIELD QUALITY CONTROL

- A. Upon completion of installation of electrical grounding system, test ground resistance with ground resistance tester. Where tests show resistance-to-ground is over 25 ohms, take appropriate action to reduce resistance to 25 ohms or less by driving additional ground rods and/or by chemically treating soil encircling ground rods with sodium chloride, calcium chloride, copper sulphate, or magnesium. Then retest to demonstrate compliance.

END OF SECTION 260452

## **SECTION 260471: FEEDER CIRCUITS**

### PART 1 – GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. Feeder circuit work is indicated by drawings and schedules.
- B. The feeder circuits shall include furnishing and installing a complete wire and conduit system between distribution panelboards and major 3 phase loads, between power panels and 3 phase motor loads.
- C. Types of equipment to be furnished and installed in this section include the following:

- Rigid Metal Conduit
- Electrical Metallic Tubing (EMT)
- Intermediate Metal Conduit (IMC)
- Wires and Cables
- Junction Boxes
- Pull Boxes
- Conduit Bodies
- Bushings
- Locknuts
- Supporting Devices

### PART 2 – PRODUCTS

#### 2.1 FEEDER CIRCUITS

- A. Furnish and install each feeder circuit with assembly of materials, including but not necessarily limited to, conduit, wire, 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.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION OF FEEDER CIRCUITS

- A. Install feeder 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 shall not be permitted under this section.

END OF SECTION 260471

## **SECTION 260472: 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 260110
- 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.

### 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 260472

## **SECTION 260510: BUILDING LIGHTING**

### PART 1 – GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. Lighting fixture work is indicated by specifications, drawings and schedules.
- B. Types of lighting fixtures in this section include the following:
  - 1. Fluorescent.
- C. Applications of lighting fixtures required for the project include the following:
  - 1. General Lighting.
  - 2. Supplementary Lighting.
  - 3. Emergency Lighting.

#### 1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data on building lighting fixtures.
- B. Shop Drawings: Submit dimensioned drawings of lighting fixture installations, including but not necessarily limited to, layout, relation to associated panelboards, and connections to panelboards. Submit fixture shop drawings in booklet form with separate sheet for each fixture, assembled in luminaire "type" alphabetical order, with proposed fixture and accessories clearly indicated on each sheet.

### PART 2 – PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with project specifications and requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
  - 1. Refer to "Lighting Fixture Schedule", on the drawings, for fixture types and acceptable manufacturers.
- B. Each lighting fixture type specified represents a specific style and quality of fixture acceptable for this project. Equivalent manufacturers listed are considered to have lighting fixtures which meet or exceed those of the originally specified manufacturer.
- C. The Engineer reserves the right to reject any shop drawing and to request a resubmission should the contractor submit a shop drawing of an equivalent manufacturer which is viewed as being of an incompatible style or inferior quality.
- D. No fixture shop drawing shall be submitted, nor will any be accepted, for any manufacturer which is not specifically listed for that fixture type. When a fixture manufacturer is listed for a specific fixture type, this does not provide him with the right

to submit for fixtures he is not listed under. A bidding Contractor may elect to submit non listed fixtures for the Engineer's review, a minimum of ten (10) working day prior to bid, if the Engineer agrees that the submitted fixture meets the intended design than a written addendum will be issued, if no addendum is issued than the manufacturer shall not submit shop drawings for that fixture type. The Engineer, and only the Engineer shall make the final decision on whether the submitted fixture meets the project's requirements.

- E. Should the Contractor be unable to obtain approval of the resubmitted manufacturer, than he should submit a fixture from one of the other equivalent manufacturers listed or from the originally specified manufacturer.

## 2.2 LIGHTING FIXTURES

- A. Provide lighting fixtures of the size, type and rating indicated complete with, but not necessarily limited to, housings, lamp holders, reflectors, ballast, lamps, mounting frames, pendants and wiring; wired and connected in place, complete, tested and left in satisfactory operating condition.
- B. Fluorescent Lamp Ballasts:

### Section 1 - Physical Characteristics

1. The ballast shall be physically interchangeable with a standard core & coil electromagnetic ballast.
2. The electronic ballast shall be provided with integral leads, color coded to ANSI standard C82.11 (latest version).

### Section 2 - Performance Requirement

1. The "High Frequency" electronic ballast shall operate lamps at a frequency of 20 KHz or higher without visible flicker.
2. The electronic ballast's input current shall have Total Harmonic Distortion (THD) of less than 20% when used with primary lamp.
3. The electronic ballast shall have a Power Factor greater than 98% when used with primary lamp.
4. The electronic ballast shall have Lamp Current Crest Factor of less than 1.7, in accordance with lamp manufacturers' recommendations and ANSI C82.11.
5. The electronic ballast shall support a sustained short to ground or open circuit of any output lead without damage to the ballast.
6. The electronic ballast shall have an audible noise rating of Class A or better.

### Section 3 - Regulatory Requirements

1. Ballast shall meet the requirements of the Federal Communications Commission Rules and Regulations, Part 18, for non-consumer equipment.
2. The electronic ballast shall meet ANSI C82.11 standards regarding harmonic distortion.
3. Ballast shall meet ANSI C62.41 Cat. A for transient protection.
4. The electronic ballast shall comply with all applicable state and federal efficiency standards.
5. The electronic ballast shall be Underwriters' Laboratories (UL) listed (Class P) and CSA Certified where applicable.

### Section 4 - Other

1. The electronic ballast shall not contain Polychlorinated Biphenyls (PCB's).
2. The electronic ballast shall carry a five year (5) warranty.

## PART 3 – EXECUTION

### 3.1 INSTALLATION OF LIGHTING FIXTURES

- A. Install lighting fixtures at locations and heights as indicated, in accordance with fixture manufacturer's written instructions, applicable requirements of NEC, NECA's "Standard of Installation", NEMA Standards and with recognized industry practices to ensure that lighting fixtures fulfill requirements of the project.
- B. Install lighting fixtures in removable tile ceilings using 3/8" flexible metal conduit with 3 # 12 awg. conductor. Maximum length of flexible lead shall not exceed 60". Flexible lead shall extend from the fixture to the junction box. The junction box shall be securely fastened to the building structure above the removable tile ceiling and shall not serve more than two (2) lighting fixtures, nor shall the junction box support any of the lighting fixtures.

### 3.2 LIGHTING FIXTURE MOUNTING

- A. 1' x 4', 2' x 2' and 2' x 4' fluorescent fixtures installed in a removable tile ceiling shall be installed using T-Bar grid safety clips as provided by the fixture manufacturer and as required by the NEC.
- B. 2'x 2' and 2' x 4' fluorescent fixtures installed in a removable tile ceiling shall be installed using support wires at all four corners of the fixture. The support wires shall be carried up to the building structure and securely anchored using screwed or bolted hardware. Pressure type clips will not be acceptable. The Electrical Contractor shall be responsible for installing or having installed these four (4) support wires.

- C. 1' x 4' fluorescent fixtures installed in a removable tile ceiling shall be installed using support wires at two (2) corners of the fixture. The support wires shall be carried up to the building structure and securely anchored using screwed or bolted hardware. Pressure type clips will not be acceptable. The Electrical Contractor shall be responsible for installing or having installed these Two (2) support wires.

### 3.3 ADJUST and CLEAN

- A. Clean lens, reflectors and interiors of all lighting fixtures of dirt and construction debris upon completion of installation.
- B. Protect installed lighting fixtures from damage during the remainder of the construction period.

### 3.4 FIELD QUALITY CONTROL

- A. Upon completion of the installation of the lighting fixtures, and after the building circuitry has been energized, apply electrical energy to demonstrate capability and compliance with project requirements. Where possible, correct malfunctioning units at the site, then retest to demonstrate compliance; otherwise, remove and replace with new units, and proceed with retesting.
- B. At the time of Substantial Completion, replace lamps in lighting fixtures which are observed to be noticeably dimmed after Contractor's use and testing, as judged by the Architect/Engineer. Furnish stock or replacement lamps amounting to 15% (but not less than one (1) lamp in each case) of each type and size used in each type of fixture. Deliver the replacement stock as directed to the Owner's storage area.
  - 1. Refer to Division 1 sections for the replacement/restoration of lamps in lighting fixtures, where used for temporary lighting prior to the time of Substantial Completion.
- C. Replace defective and burned out lamps for a period of one (1) year following the time of Substantial Completion.

### 3.5 GROUNDING

- A. Provide tight equipment grounding connections for each lighting fixture installation, in accordance with fixture manufacturer's recommendations and the NEC's requirements.

END OF SECTION 260510