

CAESAR RODNEY SCHOOL DISTRICT

SPECIFICATIONS  
FOR

Charlton School  
Roof Replacement & Structural Modifications

In  
Camden-Wyoming,  
Delaware

PREPARED  
BY

StudioJAED Architects & Engineers

ISSUED FOR BIDDING

March 28, 2016

**NOT FOR BIDDING**

**SEALS PAGE**

Architecture:

Philip R. Conte, AIA, NCARB

**END OF SECTION**

NOT FOR BIDDING

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END OF SECTION

**NOT FOR BIDDING**

## INVITATION TO BID

Sealed bids for **Contract No. xxxx – Caesar Rodney School District – Charlton School Roof Replacement & Structural Modifications** will be received by xxxx until 2:30 p.m. local time on xxxx, at which time they will be publicly opened and read aloud in the xxx. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

**Project involves the following at Caesar Rodney School District – Charlton School roof replacement and restoration with structural modifications to the building envelope.**

A **MANDATORY** Pre-Bid Meeting will be held on xxxx, at 9:00 a.m. at 278 Sorghum Mill Road, Camden Wyoming, DE 19934 for the purpose of establishing the list of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to xxx. The outer envelope should clearly indicate:

**" CONTRACT NO. xxx CAESAR RODNEY SCHOOL DISTRICT – CHARLTON SCHOOL ROOF REPLACEMENT & STRUCTURAL MODIFICATIONS - SEALED BID - DO NOT OPEN."**

Contract documents may be obtained at Reprographics Center, Inc., 298 Churchmans Road, New Castle, DE 19720, upon receipt of \$75.00 per set/non-refundable. Electronic contract documents may also be purchased upon receipt of \$50.00 per set/non-refundable. Checks are to be made payable to "StudioJAED". Drawings will be available after April 8, 2016.

Construction documents will be available for review at the following locations: StudioJAED Office.

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

**NOT FOR BIDDING**

## **INSTRUCTIONS TO BIDDERS**

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**ARTICLE 1: GENERAL**

**1.1 DEFINITIONS**

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.
- 2.4 ASSIGNMENT OF ANTITRUST CLAIMS
- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

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

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

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

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

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

- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

### 3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

### 3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 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.
- 4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.'
- 4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
- ##### **4.2 BID SECURITY**
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the

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

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

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

#### 4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. 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, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

#### 4.5 PREVAILING WAGE REQUIREMENT

- 4.5.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 4.5.2 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.5.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.5.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.
- 4.6 SUBMISSION OF BIDS
- 4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.
- 4.7 MODIFICATION OR WITHDRAW OF BIDS
- 4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- 4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and

Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

## **ARTICLE 5: CONSIDERATION OF BIDS**

### **5.1 OPENING/REJECTION OF BIDS**

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

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

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

### **5.2 COMPARISON OF BIDS**

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

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

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

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

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

### **5.3 DISQUALIFICATION OF BIDDERS**

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

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;

- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

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

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

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

#### 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

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

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

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

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

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of



official notice of contract award. The successful Bidder shall provide two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

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

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

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

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

- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

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

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

END OF INSTRUCTIONS TO BIDDERS

**For Bids Due:** \_\_\_\_\_ (DATE) **To:** \_\_\_\_\_ Caesar Rodney School District  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Delaware Business License No.:** \_\_\_\_\_ **Taxpayer ID No.:** \_\_\_\_\_  
(A copy of Bidder's Delaware Business License must be attached to this form.)

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

\$ \_\_\_\_\_

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

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

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

BID FORM

UNIT PRICES

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

	<u>ADD</u>	<u>DEDUCT</u>
<u>UNIT PRICE No. 1:</u> None	\$ _____	\$ _____

ALLOWANCES

The following allowance is set aside for unpredicted scope on the project, to be verified and billed as the project conditions dictate:

ALLOWANCE #1: None

NOT FOR BIDDING

### BID FORM

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

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

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

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

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

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

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

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

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

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

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

### ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Affidavit(s) of Employee Drug Testing Program  
Bid Security  
Copy of Business License  
(Others as Required by Project Manuals)

## **BID FORM**

### **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**. This form must be filled out completely with no additions or deletions. **Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.**

<b><u>Subcontractor Category</u></b>	<b><u>Subcontractor</u></b>	<b><u>Address (City &amp; State)</u></b>	<b><u>Subcontractors tax payer ID # or Delaware Business license #</u></b>
1. DEMOLITION	_____	_____	_____
2. MASONRY	_____	_____	_____
3. CARPENTRY	_____	_____	_____
4. ROOFING	_____	_____	_____
5. ELECTRICAL	_____	_____	_____

**BID FORM**  
**NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

**E-MAIL:** \_\_\_\_\_

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

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

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

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

**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

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

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

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Authorized Representative (signature):** \_\_\_\_\_

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

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

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

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



Charlton School  
Roof Replacement & Structural Modifications

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 State of Delaware Office of Management and  
Budget 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 State of Delaware Office of Management and Budget 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 State of Delaware Office of Management and Budget this Contract to be entered into within twenty days after the  
date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be  
void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE  
Presence of

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

By:

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

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

\_\_\_\_\_  
Title

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

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

By:

\_\_\_\_\_  
Title

END OF SECTION

**NOT FOR BIDDING**

## CONTRACT FOR CONSTRUCTION A101-2007

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

### ARTICLE 5: PAYMENTS

#### 5.1 PROGRESS PAYMENTS

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

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

### ARTICLE 6: DISPUTE RESOLUTION

#### 6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

### ARTICLE 8: MISCELLANEOUS PROVISIONS

#### 8.2 Insert the following:

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

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

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

**END OF SECTION**

**NOT FOR BIDDING**

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR

The Standard Form of Agreement Between Owner and Contractor are as stated in the American Institute of Architects Document AIA A101 (2007 Edition) entitled Standard Form of Agreement Between Owner and Contractor and is part of this project manual as if herein written in full.

**END OF SECTION**

**NOT FOR BIDDING**

# **AIA**® Document A101™ – 2007

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

**AGREEMENT** made as of the 17th day of February in the year 2012  
(In words, indicate day, month and year.)

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

State of Delaware - OMB  
540 S. DuPont Highway  
Suite 1  
Dover, DE 19901

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

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

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

The JAED Corporation, dba, StudioJAED, Inc.  
2500 Wrangle Hill Road  
Suite 110  
Bear, DE 19701

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

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



## Portion of Work

## Substantial Completion Date

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

### ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

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

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

§ 4.4 Allowances included in the Contract Sum, if any:

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

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

### ARTICLE 5 PAYMENTS

#### § 5.1 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

## § 5.2 FINAL PAYMENT

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

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

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

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

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

## § 6.2 BINDING DISPUTE RESOLUTION

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

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

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

%

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

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

Init.

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

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

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:

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

Init.

*unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

#### ARTICLE 10 INSURANCE AND BONDS

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

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

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

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

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

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

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

NOT FOR BIDDING

Init.

**NOT FOR BIDDING**

Charlton School  
Roof Replacement & Structural Modifications

PERFORMANCE BOND

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

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Caesar Rodney School District John S Charlton School dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be



performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers,

assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

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

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

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

(Corporate Seal)

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

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

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

SURETY

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

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

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

(Corporate Seal)

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

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

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

END OF SECTION



Charlton School  
Roof Replacement & Structural Modifications

PAYMENT BOND

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

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Caesar Rodney School District John S Charlton School 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

GENERAL CONDITIONS

TO THE

CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

**NOT FOR BIDDING**

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

### THE OWNER:

(Name, legal status and address)

State of Delaware Office of Management & Budget

### THE ARCHITECT:

(Name, legal status and address)

The JAED Corporation, dba, StudioJAED

### ADDITIONS AND DELETIONS:

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

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

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User Notes:

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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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 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's 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 Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

### § 2.2 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.

§ 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.

### § 2.3 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 Architect's 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. 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 Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 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 Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.



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

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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 instructions 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 and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. 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 or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

## **§ 3.4 LABOR AND MATERIALS**

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

Init.



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

### § 3.6 TAXES

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

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

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that 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 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 through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect 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 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 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 to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect'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 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 perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall 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 shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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 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 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**

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.

### **§ 3.14 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 or separate 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 or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor 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 may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner 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 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 or Architect. 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.

### **§ 3.18 INDEMNIFICATION**

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

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

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

### § 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

### § 4.2.4 COMMUNICATIONS 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 Architect about matters arising out of or relating to the Contract. 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 separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The 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.

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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



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

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the 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 Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the 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 or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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

## **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

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

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

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, 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 and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the 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 or separate contractor's 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 that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.



## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

§ 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 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 Architect 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

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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 Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect 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 signed by the Architect 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 or Architect, or of an employee of either, or of a separate contractor employed by the Owner; 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 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 Architect, 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 Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner 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 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** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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 withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Architect 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, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 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 Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of 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 that the Owner can occupy or utilize the Work for its intended use.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, 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 shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 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.

### § 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; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall 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 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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 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 the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased 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, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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.

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## § 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 that 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;
- .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 filed with the Owner 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 on account of revised limits or claims paid under the General Aggregate, or both, 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 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 Architect's and Contractor'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, 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, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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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 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 they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, 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, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions 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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 a separate contractor 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 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 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 for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate 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, 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 there under, 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (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 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 Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, 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 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 Architect.

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

§ 13.5.6 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 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 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor 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 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 and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.



## **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

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

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors 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, 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 Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption 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 the Contract.

## **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

**§ 14.4.2** Upon receipt of 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 Architect, if the 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 Architect will prepare Change Orders and issue Certificates 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 10.4.

#### **§ 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, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of 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.

**Application and Certificate for Payment**

**TO OWNER:** PROJECT: 12007 OMB FM Del-One Credit Union APPLICATION NO: 001 **Distribution to:**  
& Capitol Police Building Envelope PERIOD TO: OWNER:  
VIA ARCHITECT: CONTRACT FOR: General Construction ARCHITECT:  
CONTRACTOR: CONTRACT DATE: CONTRACTOR: FIELD:  
PROJECT NOS: 12007 / / OTHER:

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 0.00  
2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00  
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 0.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 0.00

5. RETAINAGE:  
a. 0 % of Completed Work  
(Column D + E on G703) \$ 0.00  
b. 0 % of Stored Material  
(Column F on G703) \$ 0.00  
Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 0.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 0.00

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

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

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

County of: \_\_\_\_\_  
Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 0.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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

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

**NOT FOR BIDDING**





# Document G703™ – 1992

## Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are in US dollars.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

**PERIOD TO:**

ARCHITECT'S PROJECT NO: 12007

[illegible]

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User Notes:

(1383034932)

**NOT FOR BIDDING**

## **SUPPLEMENTARY GENERAL CONDITIONS A201-2007**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

## ARTICLE 1: GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Paragraph:

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

### 1.2 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. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

Delete Paragraph 1.5.2 in its entirety.

## **ARTICLE 2: OWNER**

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

To Subparagraph 2.2.3 – Add the following sentence:

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

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**

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

Delete the third sentence in Paragraph 3.2.3.

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

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. 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 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 guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 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" between "shall" and "hold".

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

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

Delete the first sentence of Paragraph 4.2.7 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 4.2.7 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 Paragraph:

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

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

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

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

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

- 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, 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 6.1.4 in its entirety.

##### **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 their rights under the Contract.

## **ARTICLE 9: PAYMENTS AND COMPLETION**

### **9.2 SCHEDULE OF VALUES**

Add the following Paragraphs:

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

9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

### 9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

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

### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

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

### 9.6 PROGRESS PAYMENTS

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

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

### 9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

### 9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3 - Add the following sentence:

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

- 9.8.5 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:

10.1.1.1.1 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 Paragraph 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 in its entirety and replace with the following:

11.3 The State 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.

- 12.2.2.1 Strike "one" and insert "two".

- 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."

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**

- 15.1.2 Throughout the Paragraph strike "21" and insert "45".

### **15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

Delete Paragraph 15.1.6 in its 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," Strike "binding dispute resolution" and insert "remedies at law and in equity".

### **15.4 ARBITRATION**

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SECTION



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:  
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SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2016

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.58	27.81	40.47
BOILERMAKERS	67.59	34.29	50.41
BRICKLAYERS	50.49	50.49	50.49
CARPENTERS	52.81	52.81	41.97
CEMENT FINISHERS	70.82	30.05	21.89
ELECTRICAL LINE WORKERS	44.90	38.50	29.36
ELECTRICIANS	65.10	65.10	65.10
ELEVATOR CONSTRUCTORS	83.06	63.69	31.54
GLAZIERS	69.30	69.30	55.95
INSULATORS	54.38	54.38	54.38
IRON WORKERS	61.20	61.20	61.20
LABORERS	43.60	43.60	43.60
MILLWRIGHTS	66.83	66.83	53.40
PAINTERS	46.72	46.72	46.72
PILEDRIVERS	72.97	38.86	31.43
PLASTERERS	29.47	29.47	21.84
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	50.85	55.34
POWER EQUIPMENT OPERATORS	61.36	61.36	43.28
ROOFERS-COMPOSITION	23.49	23.40	20.87
ROOFERS-SHINGLE/SLATE/TILE	18.16	18.07	16.98
SHEET METAL WORKERS	65.14	65.14	65.14
SOFT FLOOR LAYERS	49.77	49.77	49.77
SPRINKLER FITTERS	54.57	54.57	54.57
TERRAZZO/MARBLE/TILE FNRS	55.72	55.72	46.92
TERRAZZO/MARBLE/TILE STRS	63.98	63.98	54.33
TRUCK DRIVERS	28.39	27.10	20.68

CERTIFIED: 3/21/16

BY: [Signature]

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: Caesar Rodney SD Charlton School Building Renovation, Kent County

**NOT FOR BIDDING**

## GENERAL REQUIREMENTS

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**ARTICLE 1: GENERAL**

**1.1 CONTRACT DOCUMENTS**

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

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

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

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

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

**ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**ARTICLE 3: CONTRACTOR**

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

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

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

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

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

**4.1 CONTRACT SURETY**

**4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

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

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

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

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

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



4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

**ARTICLE 5: SUBCONTRACTORS**

5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
  - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
  - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
  - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

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

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

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

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

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

**5.2 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.
- 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 GENERAL REQUIREMENTS

**NOT FOR BIDDING**

## **SECTION 01 10 00**

### **SUMMARY**

#### **PART 1 GENERAL**

##### **1.01 PROJECT**

- A. Project Name: Charlton School Renovations.
- B. Owner's Name: Caesar Rodney School District.
- C. The Project consists of the alteration of ADA Toilet Room and Roof Repair.

##### **1.02 CONTRACT DESCRIPTION**

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

##### **1.03 DESCRIPTION OF ALTERATIONS WORK**

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

##### **1.04 OWNER OCCUPANCY**

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

**END OF SECTION**



**NOT FOR BIDDING**

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

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 SCHEDULE OF VALUES**

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

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

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

**1.04 MODIFICATION PROCEDURES**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**NOT FOR BIDDING**

**SECTION 01 23 00**

**ALTERNATES**

**PART 1 GENERAL**

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

NOT FOR BIDDING

**NOT FOR BIDDING**

**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Submittal procedures.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, OMB and Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.02 SITE MOBILIZATION MEETING**

- A. Owner will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's Superintendent.
  - 5. Contractor's Project Manager.
  - 6. Major Subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements and occupancy prior to completion.
  - 3. Construction facilities and controls provided by Contractor and Owner.
  - 4. Security and housekeeping procedures.
  - 5. Schedules.

6. Application for payment procedures.
  7. Procedures for maintaining record documents.
  8. Requirements for start-up of equipment.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, and Architect, as appropriate to agenda topics for each meeting.
- C. Agenda:
1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of progress schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Other business relating to Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.05 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.



### **3.06 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

### **3.07 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

### **3.08 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.09 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

- K. Submittals not requested will not be recognized or processed.

**END OF SECTION**

NOT FOR BIDDING

EMPLOYEE DRUG TESTING REPORT FORM

**Period Ending:** \_\_\_\_\_

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: \_\_\_\_\_

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

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

Number of employees who worked on the jobsite during the report period: \_\_\_\_\_

Number of employees subject to random testing during the report period: \_\_\_\_\_

Number of Negative Results \_\_\_\_\_ Number of Positive Results \_\_\_\_\_

Action taken on employee(s) in response to a failed or positive random test:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(typed or printed)

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

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

**EMPLOYEE DRUG TESTING  
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: \_\_\_\_\_

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

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

Name of employee with positive test result: \_\_\_\_\_

Last 4 digits of employee SSN: \_\_\_\_\_

Date test results received: \_\_\_\_\_

Action taken on employee in response to a positive test result:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(typed or printed)

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

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

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

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

**SECTION 01 35 53**  
**SECURITY PROCEDURES**

**PART 1 GENERAL**

**1.01 SECURITY PROGRAM**

- A. Protect Work, existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program at project mobilization.
- C. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

**1.02 ENTRY CONTROL**

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.

**1.03 PERSONNEL IDENTIFICATION**

- A. Provide identification badge to each person authorized to enter premises.
- B. Badge To Include: Personal photograph, name, assigned number, expiration date and employer.
- C. Require return of badges at expiration of their employment on the Work.

**1.04 RESTRICTIONS**

- A. Do not allow cameras on site or photographs taken except by written approval of Owner.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**NOT FOR BIDDING**

**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Mock-ups.
- B. Control of installation.
- C. Tolerances.
- D. Testing and inspection services.
- E. Manufacturers' field services.

**PART 3 EXECUTION**

**2.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

**2.02 MOCK-UPS**

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

**2.03 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

**2.04 TESTING AND INSPECTION**

- A. See individual specification sections for testing required.
- B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.

- C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

#### **2.05 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and operation as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

#### **2.06 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION**

NOT FOR BIDDING



**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary sanitary facilities.
- B. Security requirements.
- C. Vehicular access and parking.
- D. Waste removal facilities and services.

**1.02 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.03 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- C. Traffic Controls: Coordinate with the Owner.

**1.04 INTERIOR ENCLOSURES**

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

**1.05 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

**1.06 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Parking is limited in this area. Parking will be coordinated by the contractor and will be off-site.

**1.07 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site daily.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**1.08 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

NOT FOR BIDDING

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
  - 3. Have a published GreenScreen Chemical Hazard Analysis.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:
  - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

### **3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

NOT FOR BIDDING

**NOT FOR BIDDING**

**SECTION 01 61 16**

**VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

**1.02 DEFINITIONS**

- A. Interior of Building: Anywhere inside the exterior weather barrier.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

**PART 3 EXECUTION**

**3.01 FIELD QUALITY CONTROL**

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION**

**NOT FOR BIDDING**



**SECTION 01 70 00**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, except payment procedures.
- H. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 07 84 00 - Firestopping.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.

**1.04 PROJECT CONDITIONS**

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

**1.05 COORDINATION**

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### 3.03 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and \_\_\_\_\_): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.

- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

### **3.04 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.05 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.06 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.07 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.08 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

### **3.09 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93.

### **3.10 FINAL CLEANING**

- A. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean debris from roofs, gutters, downspouts, and drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.11 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Substantial Completion.

- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.
- G. Provided completed documentation as follows:
  - 1. Consent to Surety of Final Payment
  - 2. Certificate of Substantial Completion
  - 3. Contractor Satisfaction of Debt and Claims
  - 4. Release of Liens for the Contractor, his Subcontractors, and his Suppliers

### **3.12 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

**SECTION 01 74 19**

**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 GENERAL**

**1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. This project is dependent on diversion of 75 percent, by weight, of potential landfill trash/waste by recycling and/or salvage.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.
- B. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- D. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- E. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

**1.03 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Waste Management Plan: Include the following information:
  - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
  - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  - 2. Submit Report on a form acceptable to Owner.
  - 3. Landfill Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - 4. Incinerator Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.



- c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 5. Recycled and Salvaged Materials: Include the following information for each:
  - a. Identification of material, including those retrieved by installer for use on other projects.
  - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
  - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
- 6. Material Reused on Project: Include the following information for each:
  - a. Identification of material and how it was used in the project.
  - b. Amount, in tons or cubic yards.
  - c. Include weight tickets as evidence of quantity.
- 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

## **PART 2 PRODUCTS**

### **2.01 PRODUCT SUBSTITUTIONS**

- A. See Section 01 60 00 - Product Requirements for substitution submission procedures.

## **PART 3 EXECUTION**

### **3.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

### **3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- B. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- C. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-construction meeting.
  - 2. Regular job-site meetings.
- D. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.

3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- E. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- F. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- G. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

NOT FOR BIDDING

**SECTION 01 78 00**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Addenda.
  - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings : Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.

2. Details not on original Contract drawings.

**3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

**3.03 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION**

**SECTION 02 41 00**  
**DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alterations purposes.
- B. Legal disposal of demolished items.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.

**1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

**1.05 QUALITY ASSURANCE**

- A. Demolition Firm: Company specializing in the type of work required.
  - 1. Minimum of 3 years of documented experience.

**1.06 PROJECT CONDITIONS**

- A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Not used.

**PART 3 EXECUTION**

**3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 4. Provide, erect, and maintain temporary barriers and security devices.
  - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.

7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
  - C. Do not begin removal until built elements to be salvaged or relocated have been removed.
  - D. Protect existing structures and other elements that are not to be removed.
    1. Provide bracing and shoring.
    2. Prevent movement or settlement of adjacent structures.
    3. Stop work immediately if adjacent structures appear to be in danger.
  - E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
  - F. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
  - G. Perform demolition in a manner that maximizes salvage and recycling of materials.
    1. Comply with requirements of Section 01 74 19 - Waste Management.
    2. Dismantle existing construction and separate materials.
    3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

### 3.02 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without permission from StudioJAED.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without permission from StudioJAED.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. No unused underground piping may be abandoned in place.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### 3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as shown.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of demolition work constitutes acceptance of existing conditions.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  1. Provide, erect, and maintain temporary dustproof partitions of construction.
- C. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
2. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  3. Verify that abandoned services serve only abandoned facilities before removal.
  4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
  1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.

#### **3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; .
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**NOT FOR BIDDING**



**SECTION 04 05 11**  
**MASONRY MORTARING AND GROUTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Mortar for unit masonry.
- B. Grout for masonry.

**1.02 RELATED REQUIREMENTS**

- A. Section 04 20 00 - Unit Masonry: Installation of mortar and grout.
- B. See Structural Drawings for additional Project Specifications. If Conflicting Project Specifications arise, the Project Specifications on the Structural Drawings govern.

**1.03 REFERENCE STANDARDS**

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; American Concrete Institute International.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification for Masonry Structures; American Concrete Institute International.
- C. ASTM C5 - Standard Specification for Quicklime for Structural Purposes.
- D. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
- E. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- F. ASTM C150/C150M - Standard Specification for Portland Cement.
- G. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- H. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- I. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
- J. ASTM C476 - Standard Specification for Grout for Masonry.
- K. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- L. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.
- M. ASTM C1072 - Standard Test Method for Measurement of Masonry Flexural Bond Strength.
- N. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms.
- O. ASTM E518 - Standard Test Methods for Flexural Bond Strength of Masonry.
- P. IMIABC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- Q. IMIABC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include design mix based on the Proportion specification of ASTM C 270 is to be used.
- C. Samples: Submit two samples of mortar, illustrating mortar color and color range.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

### **1.05 QUALITY ASSURANCE**

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

### **1.07 FIELD CONDITIONS**

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

## **PART 2 PRODUCTS**

### **2.01 MORTAR AND GROUT APPLICATIONS**

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.
- B. Mortar Mix Designs: ASTM C270, Property Specification.
  - 1. Exterior, Loadbearing Masonry: Type N.
  - 2. Exterior, Non-loadbearing Masonry: Type N.
  - 3. Interior, Loadbearing Masonry: Type N.
  - 4. Interior, Non-loadbearing Masonry: Type O.
- C. Grout Mix Designs:
  - 1. Bond Beams and Lintels: 3,000 psi strength at 28 days; 8-10 inches slump; provide premixed type in accordance with ASTM C 94/C 94M.
  - 2. Engineered Masonry: 3,000 psi strength at 28 days; 8-10 inches slump; provide premixed type in accordance with ASTM C 94/C 94M.

### **2.02 MATERIALS**

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
  - 1. Type: Types as scheduled in this section.
  - 2. Color: Mineral pigments added as required to produce approved color sample.
  - 3. Water repellant mortar for use with water repellant masonry units.
  - 4. Products:
    - a. Amerimix, an Oldcastle brand; AMX 400: [www.amerimix.com](http://www.amerimix.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Packaged Dry Material for Grout for Masonry: Premixed cementitious materials and dried aggregates; capable of producing grout of the specified strength in accordance with ASTM C476 with the addition of water only.
  - 1. Type: Fine.
  - 2. Products:
    - a. Amerimix, an Oldcastle brand; AMX 600: [www.amerimix.com](http://www.amerimix.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Portland Cement: ASTM C150/C150M.
  - 1. Type: Type I - Normal.
  - 2. Color: Standard gray.
  - 3. Manufacturers:

- a. Solomon Colors; Solomon Colors Concentrated A, H, and X Series:  
www.solomoncolors.com.
  - b. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Masonry Cement: ASTM C91.
  - 1. Type: Type N.
  - 2. Colored Mortar: Premixed cement as required to match Architect's color sample.
  - 3. Manufacturers:
    - a. Solomon Colors; Solomon Colors Concentrated A, H, and X Series:  
www.solomoncolors.com.
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Portland Cement: ASTM C 150, Type I - Normal; color as required to produce approved color sample. Color must match existing building mortar color.
- F. Hydrated Lime: ASTM C207, Type S.
- G. Quicklime: ASTM C5, non-hydraulic type.
- H. Mortar Aggregate: ASTM C144.
- I. Grout Aggregate: ASTM C404.
- J. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
  - 1. Color(s): As selected by Architect from manufacturer's full range, to match existing mortar.
  - 2. Manufacturers:
    - a. Davis Colors
    - b. Lambert Corporation
    - c. Solomon Colors
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- K. Water: Clean and potable.
- L. Bonding Agent: Latex type.

## **2.03 MORTAR MIXES**

- A. Mortar for Unit Masonry: ASTM C270, Property Specification.
  - 1. Exterior, loadbearing masonry: Type N.
  - 2. Exterior, non-loadbearing masonry: Type N.
  - 3. Interior, loadbearing masonry: Type N.
  - 4. Interior, non-loadbearing masonry: Type O.

## **2.04 MORTAR MIXING**

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio; mix in accordance with manufacturer's instructions, uniform in coloration.
- D. Do not use anti-freeze compounds to lower the freezing point of mortar.
- E. If water is lost by evaporation, re-temper only within two hours of mixing.
- F. Use mortar within two hours after mixing at temperatures of 90 degrees F, or two-and-one-half hours at temperatures under 40 degrees F.

## **2.05 GROUT MIXING**

- A. Mix grout in accordance with ASTM C94/C94M.
- B. Add admixtures in accordance with manufacturer's instructions; mix uniformly.
- C. Do not use anti-freeze compounds to lower the freezing point of grout.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Apply bonding agent to existing Masonry surfaces.
- B. Plug clean-out holes for grouted masonry with block masonry units. Brace masonry to resist wet grout pressure.

### **3.02 INSTALLATION**

- A. Install mortar and grout to requirements of section(s) in which masonry is specified.
- B. Work grout into masonry cores and cavities to eliminate voids.
- C. Do not install grout in lifts greater than 16 inches without consolidating grout by rodding.
- D. Do not displace reinforcement while placing grout.
- E. Remove excess mortar from grout spaces.

### **3.03 GROUTING**

- A. Perform all grouting by means of low-lift technique. Do not employ high-lift grouting.
- B. Low-Lift Grouting:
  - 1. Limit height of pours to 16 inches.
  - 2. Limit height of masonry to 16 inches above each pour.
  - 3. Pour grout only after vertical reinforcing is in place; place horizontal reinforcing as grout is poured. Prevent displacement of bars as grout is poured.
  - 4. Place grout for each pour continuously and consolidate immediately; do not interrupt pours for more than 1-1/2 hours.

### **3.04 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field tests, in accordance with provisions of Section 01 40 00 - Quality Requirements.
- B. Test and evaluate mortar in accordance with ASTM C780 procedures.
  - 1. Test with same frequency as specified for masonry units.
- C. Test and evaluate grout in accordance with ASTM C1019 procedures.
  - 1. Test with same frequency as specified for masonry units.

**END OF SECTION**

## **SECTION 04 20 00**

### **UNIT MASONRY**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Concrete Block.
- B. Clay Facing Brick.
- C. Accessories.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 04 05 11 - Masonry Mortaring and Grouting.
- B. Section 06 10 00 - Rough Carpentry: Nailing strips built into masonry.
- C. Section 07 90 05 - Joint Sealers: Backing rod and sealant at control and expansion joints.

##### **1.03 REFERENCE STANDARDS**

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; American Concrete Institute International.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification For Masonry Structures; American Concrete Institute International.
- C. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
- D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- E. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
- F. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- G. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- I. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- J. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
- K. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
- L. ASTM C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units and Related Units.
- M. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- N. ASTM C150/C150M - Standard Specification for Portland Cement.
- O. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- P. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale).
- Q. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- R. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
- S. ASTM C476 - Standard Specification for Grout for Masonry.
- T. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).

- U. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
- V. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- W. IMIAWC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- X. IMIAWC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.
- Y. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc..

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, mortar, and masonry accessories.
- C. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- D. Test Reports: Concrete masonry manufacturer's test reports for units with integral water repellent admixture.

#### **1.05 QUALITY ASSURANCE**

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.
  - 1. Maintain one copy of each document on project site.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

#### **1.07 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

### **PART 2 PRODUCTS**

#### **2.01 CONCRETE MASONRY UNITS**

- A. Concrete Block: Comply with referenced standards and as follows:
  - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depths as indicated on the drawings for specific locations.
  - 2. Load-Bearing Units: ASTM C90, normal weight.
    - a. Both hollow and solid block, as indicated.
      - 1) Supply grade N for all C.M.U construction.
    - b. Exposed faces: Manufacturer's standard color and texture where indicated. Corridor walls to have ground face block.
    - c. Exposed corners to be bull nose. Note wall type where first course is square to accommodate cove base.
  - 3. Non-Loadbearing Units: ASTM C129.
    - a. Both hollow and solid block, as indicated.
    - b. Normal weight.

#### **2.02 BRICK UNITS**

- A. Manufacturers:
  - 1. Belden Brick Company: [www.boralbricks.com](http://www.boralbricks.com).

2. Endicott Clay Products Co: [www.endicott.com](http://www.endicott.com).
  3. General Shale Brick: [www.generalshale.com](http://www.generalshale.com).
  4. Glen Gery Brick . [www.glengerybrick.com](http://www.glengerybrick.com)
  5. Substitutions: See section 01 60 00 - Product Requirements.
- B. Facing Brick: ASTM C216, Type FBX, Grade SW.
1. Type, color and texture: to match existing brick.
  2. Actual size: to match existing brick.
  3. Compressive strength: Min. 2,500 p.s.i.; 5 brick average = 3,000 p.s.i, measured in accordance with ASTM C 67.

## **2.03 MORTAR AND GROUT MATERIALS**

- A. Mortar and grout: As specified in Section 04 05 11.

## **2.04 REINFORCEMENT AND ANCHORAGE**

- A. Manufacturers of Joint Reinforcement and Anchors:
1. Dur-O-Wal: [www.dur-o-wal.com](http://www.dur-o-wal.com).
  2. Hohmann & Barnard, Inc: [www.h-b.com](http://www.h-b.com).
  3. WIRE-BOND: [www.wirebond.com](http://www.wirebond.com).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Single Wythe Joint Reinforcement: Truss or Ladder type; ASTM A 82/A 82M steel wire, hot dip galvanized after fabrication to ASTM A 153/A 153M, Class B-2; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.
- C. Multiple Wythe Joint Reinforcement: Truss or Ladder type; ASTM A 82/A 82M steel wire, hot dip galvanized after fabrication to ASTM A 153/A 153M, Class B-2; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.
- D. Strap Anchors: Bent steel shapes configured as required for specific situations, 2 in width, 0.1875 in thick, lengths as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face, corrugated for embedment in masonry joint, hot dip galvanized to ASTM A 153/A 153M, Class B-2 or stainless steel.
- E. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face.
1. Steel frame: Crimped wire anchors for welding to frame, 0.25 inch thick, with trapezoidal wire ties 0.1875 inch thick, hot dip galvanized to ASTM A 153/A 153M, Class B-2.

## **2.05 FLASHINGS**

- A. Metal Flashing Materials: Polymer modified asphalt coated copper, 7oz/sq.ft. Provide "C-Coat" flashing by Hohmann & Bernard, or Architect approved equal.
- B. Lap Sealant: recommended by flashing manufacturer type.

## **2.06 ACCESSORIES**

- A. Preformed Control Joints: Rubber or neoprene material.
1. Manufacturers:
    - a. Dur-O-Wal: [www.dur-o-wal.com](http://www.dur-o-wal.com).
    - b. Hohmann & Barnard, Inc (including Dur-O-Wal brand); Product RS or VS: [www.h-b.com](http://www.h-b.com).
    - c. WIRE-BOND: [www.wirebond.com](http://www.wirebond.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

- B. Joint Filler: Closed cell polyethylene; polyurethane or rubber oversized 50 percent to joint width; self expanding; 1 inch wide design width x by maximum lengths available.
  - 1. Manufacturers:
    - a. Dur-O-Wal; Product Mortar Net: [www.dur-o-wal.com](http://www.dur-o-wal.com).
    - b. Hohmann & Barnard, Inc (including Dur -O-Wal brand); Product P.E. Foam Expansion unit fuller: [www.h-b.com](http://www.h-b.com).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Cavity Mortar Control: Semi-rigid polyethylene or polyester mesh panels, sized to thickness of wall cavity, and designed to prevent mortar droppings from clogging weeps and cavity vents and allow proper cavity drainage.
  - 1. Mortar Diverter: Panels designed for installation at flashing locations.
    - a. Manufacturers:
      - 1) Sandell Mfg.: Product Mor. Product: Mortar Web = Design Basis.  
[www.sandellmfg.com](http://www.sandellmfg.com)
      - 2) [www.sandellmfg.com](http://www.sandellmfg.com)
      - 3) Substitutions: See Section 01 60 00 - Product Requirements.
- D. Cavity Vents:
- E. Cavity Vents: Polyester mesh; insect resistant or polypropylene extrusion.
  - 1. Manufacturers:
    - a. Hohmann & Barnard, Inc; Product Quadro-Vent: [www.h-b.com](http://www.h-b.com).
    - b. CavClear/Archovations, Inc: [www.cavclear.com](http://www.cavclear.com).
    - c. Dur-O-Wal; Product DA1006 Cell Vents: [www.dur-o-wal.com](http://www.dur-o-wal.com).
    - d. Substitutions: Not permitted.
- F. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

## **2.07 LINTELS**

- A. Precast Concrete Lintels: Sizes and reinforcing as shown on plans. Precast units made from concrete matching concrete masonry units in color, texture, and compressive strength and with reinforcing bars required to support loads indicated. Cure precast lintels by same method used for concrete masonry units.
- B. Masonry Lintels: prefabricated or built-in-place masonry lintels made from bond beam concrete masonry units with reinforcing bars placed as required and filled with coarse grout.
- C. See Structural Drawings for Steel Lintel information.

## **2.08 MORTAR AND GROUT MIXES**

- A. Mortar and Grout mixes as specified in Section 04 05 11.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

### **3.02 PREPARATION**

- A. Direct and coordinate placement of items supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

### **3.03 COLD AND HOT WEATHER REQUIREMENTS**

- A. Comply with requirements of ACI 530/530.1/ERTA or applicable building code, whichever is more stringent.



### 3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
  - 1. Bond: Match existing bond.;
  - 2. Coursing: One unit and one mortar joint to equal 8 inches.
  - 3. Mortar Joints: Concave struck or to match existing unless noted otherwise below.
  - 4. Mortar Joints: Grooved struck on interior at ground face only.
  - 5. Use flush joint on cavity side face of C.M.U. where fluid applied air and vapor barrier is applied.
- D. Brick Units:
  - 1. Bond: Match existing bond..
  - 2. Vertical Coursing: Three units and three mortar joints to equal 8 inches.
  - 3. Mortar Joints: Concave or to match existing.

### 3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Interlock intersections and external corners.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Set reglets as shown on plans.
- H. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- I. Cut mortar joints flush where wall tile is scheduled, cement parging is required, or resilient base is scheduled. Block exposed cavity space with raiseable steel guard of correct width.
- J. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- K. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

### 3.06 WEEPS

- A. Install weeps in veneer walls at 32 inches on center horizontally above opening, above through-wall flashing, above shelf angles and lintels, at bottom of walls, and as shown on drawings.

### 3.07 CAVITY MORTAR CONTROL

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.
- B. For cavity walls, build inner wythe ahead of outer wythe to accommodate accessories.
- C. Install cavity mortar diverter at base of cavity and at other flashing locations as recommended by manufacturer to prevent mortar droppings from blocking weep/cavity vents.

### **3.08 REINFORCEMENT AND ANCHORAGE - GENERAL**

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 8 inches.
- E. Reinforce stack bonded unit joint corners and intersections with strap anchors 16 inches on center.
- F. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 16 inches horizontally and 16 inches vertically.

### **3.09 REINFORCEMENT AND ANCHORAGE - SINGLE WYTHE MASONRY**

- A. Install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Reinforce joint corners and intersections with strap anchors 16 inches on center.

### **3.10 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER**

- A. Install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Masonry Back-Up: Embed anchors to bond veneer at maximum 16 inches on center vertically and 36 inches on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches on center.
- F. Stud Back-Up: Secure veneer anchors to stud framed back-up and embed into masonry veneer at maximum 16 inches on center vertically and 24 inches on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches on center.
- G. Seismic Reinforcement: Connect veneer anchors with continuous horizontal wire reinforcement before embedding anchors in mortar.

### **3.11 REINFORCEMENT AND ANCHORAGES - CAVITY WALL MASONRY**

- A. Install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of openings.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Space anchors at maximum of 24 inches horizontally and 16 inches vertically.
- F. Reinforce joint corners and intersections with strap anchors 16 inches on center.

### 3.12 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
  - 1. Extend flashings full width at such interruptions and at least 8 inches into adjacent masonry and turn up at least 2 inches to form watertight pan at non-masonry construction.
  - 2. Remove or cover protrusions or sharp edges that could puncture flashings.
  - 3. Seal lapped ends and penetrations of flashing before covering with mortar.
- B. Extend metal flashings through exterior face of masonry and turn down to form drip. Hemedge. Install joint sealer below drip edge to prevent moisture migration under flashing.
- C. Lap end joints of flashings at least 4 inches and seal watertight with mastic or elastic sealant, type as recommended by flashing manufacturer.

### 3.13 LINTELS

- A. Install precast concrete lintels over openings, where shown on drawings.
- B. Install pre-cast lintels over openings where steel or precast concrete lintels are not scheduled.
- C. Maintain minimum 8 inch bearing on each side of opening.

### 3.14 GROUTED COMPONENTS

- A. Reinforce bond beams as shown on plans.
- B. Lap splices minimum 40 bar diameters.
- C. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
- D. Place and consolidate grout fill without displacing reinforcing.
- E. At bearing locations, fill masonry cores with grout for a minimum 12 inches either side of opening.

### 3.15 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control and expansion joints.
- B. Form control joint with a sheet building paper bond breaker fitted to one side of the hollow contour end of the block unit. Fill the resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.
- C. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.
- D. Size control joint in accordance with Section 07 90 05 for sealant performance.
- E. Form expansion joint as detailed.
- F. Locate per drawings.

### 3.16 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames, glazed frames, fabricated metal frames, window frames, anchor bolts, plates, and boxes and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
  - 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

### **3.17 TOLERANCES**

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft.
- C. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 20ft.
- E. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- F. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

### **3.18 CUTTING AND FITTING**

- A. Cut and fit for chases, pipes, conduit, sleeves, and grounds. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### **3.19 FIELD QUALITY CONTROL**

- A. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C140 for conformance to requirements of this specification.
- B. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

### **3.20 CLEANING**

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

### **3.21 PROTECTION**

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

**END OF SECTION**

**SECTION 06 10 00**  
**ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Roofing cant strips.
- D. Preservative treated wood materials.
- E. Concealed wood blocking, nailers, and supports.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Drip flashings.

**1.03 REFERENCE STANDARDS**

- A. AFPA (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- D. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board.
- E. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- F. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
- G. ASTM D2898 - Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. AWWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood Protection Association.
- J. AWWPA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association.
- K. ICC-ES AC308 - Acceptance Criteria for Water-Resistive Barriers; ICC Evaluation Service, Inc.
- L. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce).
- M. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc..
- N. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau.
- O. WWPAA G-5 - Western Lumber Grading Rules; Western Wood Products Association.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

## **1.05 QUALITY ASSURANCE**

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
  - 1. Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWPA standards.

## **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

## **PART 2 PRODUCTS**

### **2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

### **2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.
- E. Miscellaneous Blocking, Furring, Nailers, and Curbs:
  - 1. Lumber: S4S, No. 1 or Construction Grade.
  - 2. Boards: Standard.

### **2.03 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M; or Stainless Steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
  - 3. Anchors: Toggle bolt type for anchorage to hollow masonry.

## **2.04 FACTORY WOOD TREATMENT**

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
  - 1. Manufacturers:
    - a. Arch Wood Protection, Inc.: [www.wolmanizedwood.com](http://www.wolmanizedwood.com).
    - b. Viance, LLC: [www.treatedwood.com](http://www.treatedwood.com).
    - c. Osmose, Inc: [www.osmose.com](http://www.osmose.com).
    - d. Substitutions: Not permitted.
- C. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
  - 1. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
  - 2. Treat lumber in contact with roofing, flashing, or waterproofing.
  - 3. Treat lumber in contact with masonry or concrete.
  - 4. Treat lumber less than 18 inches above grade.
    - a. Treat lumber in other locations as indicated.
  - 5. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
    - a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
    - b. Treat plywood in contact with masonry or concrete.
    - c. Treat plywood in other locations as indicated.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Coordinate installation of rough carpentry members specified in other sections.

### **3.02 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

### **3.03 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support windows, ceilings and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

### **3.04 ROOF-RELATED CARPENTRY**

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

- B. Provide wood curb at all roof openings except where prefabricated curbs are specified and where specifically indicated otherwise. Form corners by alternating lapping side members.

### **3.05 INSTALLATION OF ACCESSORIES AND MISCELLANEOUS WOOD**

- A. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
- B. Coordinate curb installation with installation of decking and support of deck openings, roofing vapor retardant, and parapet construction.

### **3.06 TOLERANCES**

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.
- C. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

### **3.07 CLEANING**

- A. Waste Disposal: Comply with the requirements of Section 01 78 39.
  - 1. Comply with applicable regulations.
  - 2. Do not burn scrap on project site.
  - 3. Do not burn scraps that have been pressure treated.
  - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION**



**SECTION 07 01 50**  
**PREPARATION FOR RE-ROOFING**

**PART 1 - GENERAL**

**1.01 SCOPE OF WORK**

- A. Remove the existing roofing layers per drawings, insulation, recovery board, base flashings, sheet metal, vent stack flashings, and pavers completely in accordance with the drawings. Sweep and clean all debris off of the surface and adjacent areas.
- B. Remove all marked obsolete equipment and install new decking as required.
- C. All roof work shall be conducted within the contract time limits but in no case while students or teachers are in the building.

**1.02 PRE-INSTALLATION CONFERENCE**

- A. Review installation procedures and coordination required with related work.

**1.03 ENVIRONMENTAL REQUIREMENTS**

- A. Do not remove existing roofing system when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system. Provide temporary weather protection to insure that the building is weather tight and that no damage occurs to the building, interior contents, furnishings, equipment and finished during re-roofing operations.

**1.04 PROTECTION**

- A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair of the building contents and interior including, but not limited to, all interior contents, furnishings, equipment, building systems and finishes. If the Contractor does not respond or cannot be contacted, the Owner will affect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.

**1.05 SCHEDULING**

- A. Schedule work to coincide with commencement of installation of new roofing system.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Temporary protection; Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.
- B. Base Sheet: ASTM D-4601 Type II. Provide weights, adhesives or fasteners to retain sheeting in position.

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Roofing Contractor to verify existing site conditions, including roof dimensions. The Owner and Architect assume no responsibility for the existing actual conditions that the Contractor may encounter during the course of work that can be reasonably foreseen during the Pre-Bid inspection. The building layout was taken from existing drawings. The Contractor shall verify all dimensions and conditions in the field prior to demolition and notify the Architect should any conditions encountered vary from the Contract Documents.
- B. Verify that existing roof surface is clear and ready for work.

### 3.02 MATERIALS REMOVAL

- A. Remove all membrane, cant strips, insulation, expansion joints, base flashings, and any other items required for installation of the new roof. In addition, completely remove all nails and other debris to leave a smooth, even surface for re-roofing.
- B. Under certain conditions, it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane, and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions, and protect the building surfaces:
- C. Enclose chutes with protective shrouds on the building and ground surfaces.
- D. All debris dumped from the roof shall be transported from the roof via chutes into dumpsters or trucks, and this debris shall be removed from the premises when vehicles are full at the Contractors cost. No debris shall be transported from the area being worked on over a previously finished roof without an underlayment of 3/4" plywood.
- E. Perform all demolition and re-roofing work in such a manner as to not damage or affect the load carrying capacity of the existing structural system.
- F. Contractor shall provide cut off (night tie in) at the end of each day's work.
- G. All curbs are to be raised to a minimum height of 12" above the finished roof surface. Be sure to calculate tapered insulation + recovery board + new roof system when calculating blocking heights
- H. All soil stacks must be raised a minimum of 12" above the finished roof surface. No soil stack may be sleeved with the joint facing to weather.
- I. All abandoned drain lines must be capped with a threaded cap.
- J. All mechanical equipment is to be disconnected by a licensed mechanical contractor and set aside until the roof is replaced. The units are to be reinstalled after work is complete and fed through a goose neck penetration. The roofing contractor must hire a certified mechanical contractor for all mechanical reclamation work and disconnect

**END OF SECTION**

**SECTION 07 21 00**  
**THERMAL INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Board insulation at cavity wall construction and underside of floor slabs.
- B. Batt insulation and vapor retarder in exterior wall, ceiling, and roof construction.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Supporting construction for batt insulation.
- B. Section 07 27 27 - Fluid Applied Membrane Air Barrier: Separate air barrier and vapor retarder materials.
- C. Section 07 53 00 - Elastomeric Membrane Roofing: Insulation specified as part of roofing system.

**1.03 REFERENCE STANDARDS**

- A. ASTM C240 - Standard Test Methods of Testing Cellular Glass Insulation Block.
- B. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation.
- C. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- D. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
- E. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- F. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- G. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- J. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C.
- K. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association.
- L. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc..

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

**1.05 FIELD CONDITIONS**

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

## 1.06 SEQUENCING

- A. Sequence work to ensure fireproofing, firestop, and vapor retarder materials are in place before beginning work of this section.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Insulation:
  - 1. Dow
  - 2. Owens Corning
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 APPLICATIONS

- A. Insulation Inside Masonry Cavity Walls: Extruded polystyrene board.
- B. Insulation in Metal Framed Walls: Batt insulation with integral vapor retarder.

### 2.03 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene Board Insulation: ASTM C 578, Type IV; Extruded polystyrene board with natural skin surfaces; with the following characteristics:
  - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
  - 2. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
  - 3. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
  - 4. Board Size: 48 x 96 inch or 24 X 96 inch.
  - 5. Board Thickness: 2 inches,
  - 6. Board Edges: Square, Shiplap or Tongue and groove.
  - 7. Thermal Conductivity (k factor) at 75 degrees: or 20.
  - 8. Compressive Resistance: 25 psi and 40 psi.
  - 9. Board Density: 1.8 lb/cu ft.
  - 10. Water Absorption, maximum: 0.1 percent, volume.
- B. Manufacturers:
  - 1. Dow Chemical Co(Design Basis):
    - a. Cavity Wall - "Cavity Mate Plus", type IV
    - b. Foundation and slabs - "Styrofoam Highload 40" type VI.
  - 2. Owens Corning Corp.
    - a. Cavity Wall -- "Foamular 250", type IV
    - b. Foundation and Slabs - "Foamular 400 SE", type VI.
  - 3. Pactiv Building Products
    - a. Cavity Wall - "Green Board Score Board", type IV
    - b. Foundation and Slabs - Type VI.
- C. Substitutions: See Section 01 60 00 - Product Requirements. Unless noted otherwise.

### 2.04 BATT INSULATION MATERIALS

- A. Batt Insulation: ASTM C 665; preformed batt; friction fit, conforming to the following:
  - 1. Material: Rock or slag fiber, or glass fiber.
  - 2. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
  - 3. Smoke Developed Index: 50 or less, when tested in accordance with ASTM E84.
  - 4. Combustibility: Non-combustible, when tested in accordance with ASTM E136.
  - 5. Formaldehyde Content: Zero.
  - 6. Thermal Resistance: in accordance with plans.
  - 7. Thickness: Varies.
  - 8. Facing: Aluminum foil, flame spread 25 rated; one side.
  - 9. Manufacturers:

- a. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
  - b. Johns Manville Corporation: [www.jm.com](http://www.jm.com).
  - c. Owens Corning Corp: [www.owenscorning.com](http://www.owenscorning.com).
10. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.05 ACCESSORIES**

- A. Tape: Bright aluminum; Polyethylene or Polyester self-adhering type, mesh reinforced, 2 inch wide.
- B. Insulation Fasteners: Impaling clip of galvanized steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- C. Wire Mesh: Galvanized steel, hexagonal wire mesh.
- D. Adhesive: Type recommended by insulation manufacturer for application and in compliance with Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of irregularities or materials or substances that may impede adhesive bond.

### **3.02 BOARD INSTALLATION AT CAVITY WALLS**

- A. Adhere a 6 inch wide strip of polyethylene sheet over expansion joints with double beads of adhesive each side of joint.
  1. Tape seal joints between sheets.
  2. Extend sheet full height of joint.
- B. Apply adhesive to back of boards:
  1. Three continuous beads per board length.
  2. Full bed 1/8 inch thick.
- C. Install boards to fit snugly between wall ties. Wedge insulation from outside wythe, 24" O.C. both ways for tight fit against inside wythe of C.M.U.
- D. Make insulation continuous, fill all voids with insulation.
- E. Install boards horizontally on walls.
  1. Place boards to maximize adhesive contact.
  2. Install in running bond pattern.
  3. Butt edges and ends tightly to adjacent boards and to protrusions.
- F. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.
- G. Place 6 inch wide polyethylene sheet at perimeter of wall openings, from adhesive vapor retarder bed to window, door, and storefront frames. Tape seal in place to ensure continuity of vapor retarder and air seal.

### **3.03 BATT INSTALLATION**

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior cavities at window, door, wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

- E. Install with factory applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over framing members.
- F. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- G. At metal framing, place vapor retarder on warm side of insulation; lap and seal sheet retarder joints over member face.
- H. Tape seal tears or cuts in vapor retarder.
- I. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.
- J. Coordinate work of this section with construction of air barrier seal specified in Section 07 27 27.

#### **3.04 PROTECTION**

- A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION**

NOT FOR BIDDING

**SECTION 07 25 00**  
**WEATHER BARRIERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Air Barriers: Materials that form a system to stop passage of air through exterior walls, joints between exterior walls and roof, joints around frames of openings in exterior walls, and \_\_\_\_.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 21 00 - Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.

**1.03 DEFINITIONS**

- A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Air Barrier: Air tight barrier made of material that is relatively air impermeable but water vapor permeable, both to the degree specified, with sealed seams and with sealed joints to adjacent surfaces. Note: For the purposes of this specification, vapor impermeable air barriers are classified as vapor retarders.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on material characteristics.
- C. Manufacturer's Installation Instructions: Indicate preparation.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company accredited and certified under the Air Barrier Association of America (ABAA) Quality Assurance Program (QAP).

**1.06 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the materials manufacturers before, during and after installation.

**PART 2 PRODUCTS**

**2.01 WEATHER BARRIER ASSEMBLIES**

- A. Air Barrier:
  - 1. On outside surface of sheathing of exterior walls use air barrier coating.

**2.02 AIR BARRIER MATERIALS (WATER VAPOR PERMEABLE AND WATER-RESISTIVE)**

- A. Air Barrier Sheet, Self-Adhered:
  - 1. Air Permeance: 0.004 cubic feet per minute per square foot, maximum, when tested in accordance with ASTM E2178.
  - 2. Water Vapor Permeance: 10 perms, minimum, when tested in accordance with ASTM E96/E96M Procedure A (desiccant procedure).
  - 3. Ultraviolet and Weathering Resistance: Approved in writing by manufacturer for maximum of 150 days weather exposure.
  - 4. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less (Class A), when tested in accordance with ASTM E84.
  - 5. Seam and Perimeter Tape: As recommended by sheet manufacturer.

**2.03 ACCESSORIES**

- A. Sealants, Tapes, and Accessories for Sealing Weather Barrier and Sealing Weather Barrier to Adjacent Substrates: As specified or as recommended by weather barrier manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces and conditions are ready to accept the work of this section.

### **3.02 PREPARATION**

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives in accordance with manufacturer's instructions.

### **3.03 INSTALLATION**

- A. Install materials in accordance with manufacturer's instructions.
- B. Air Barriers: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- C. Openings and Penetrations in Exterior Weather Barriers:
  - 1. Install flashing over sills, covering entire sill frame member, extending at least 5 inches onto weather barrier and at least 6 inches up jambs; mechanically fasten stretched edges.
  - 2. At openings to be filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with at least 4 inches wide; do not seal sill flange.
  - 3. At openings to be filled with non-flanged frames, seal weather barrier to all sides of opening framing, using flashing at least 9 inches wide, covering entire depth of framing.
  - 4. At head of openings, install flashing under weather barrier extending at least 2 inches beyond face of jambs; seal weather barrier to flashing.
  - 5. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.
  - 6. Service and Other Penetrations: Form flashing around penetrating item and seal to weather barrier surface.

### **3.04 FIELD QUALITY CONTROL**

- A. Do not cover installed weather barriers until required inspections have been completed.

### **3.05 PROTECTION**

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

**END OF SECTION**



**SECTION 07 53 00**  
**ELASTOMERIC MEMBRANE ROOFING**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Work under this section covers the installation of a new Fully Adhered white EPDM roofing system. Contractor shall include all related items of work as noted herein or indicated on the drawings or otherwise required to complete the specified elements of work and provide the necessary 20 year Warranty for this project. Contractor to follow all details and assembly requirements as outlined by the manufacturer for the 20 year warranty.
- B. Contractor shall remove all flashings, counterflashings, and existing roof system down as noted on the drawings. Contractor will dispose of all materials as described in the scope of work section. Any material removal shall comply with state and local codes and requirements and shall be disposed of in a legal manner.
- C. Contractor shall include in bid price all the required wood blocking on the roof and at roof perimeter and penetrations. Any wood blocking required to accommodate new insulation heights or to be removed shall be included in base bid price.
- D. All drains must be replaced at new roof replacement areas with new J R Smith 1310 cast iron roof drains or appropriate model number based on size of existing drains (not inserts). All plumbing associated with this installation and new insulation height is to be included. All piping, if any, and plumbing costs shall be included.
- E. Walkway pads shall be installed at access area and around main units per drawings.
- F. Contractor shall provide owner all MSDS sheets prior to start of roofing work.
- G. Smoking will not be permitted on this re-roofing project. Fines will be applied to all offenders.
- H. Roofing contractor shall adequately staff roofing project once project has begun. Owner fully expects re-roofing to commence every day weather permits.

**1.02 THIS SECTION INCLUDES THE FOLLOWING FOR NEW ROOF AREAS:**

- A. Adhered membrane roofing system.
- B. Roof insulation.
- C. Edge Metal

**1.03 DEFINITIONS**

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

**1.04 PERFORMANCE REQUIREMENTS**

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a membrane roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
- D. Fire/Windstorm Classification: Class 1A-90.
- E. Hail Resistance: SH.

#### **1.05 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Base flashings and membrane terminations.
- C. Insulation fastening patterns.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is authorized, or licensed by the manufacturer to install their roofing systems, and be eligible to receive the manufacturer's warranty.
- E. Manufacturer Certificates: Signed by the manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
- F. Submit evidence of meeting performance requirements, ie. Assembly Letter.

#### **1.06 PREINSTALLATION CONFERENCE**

- A. Preinstallation Conference: Conduct conference at Project site. Review methods and procedures related to roofing system including, but not limited to, the following:
  - 1. Meet with Owner; roofing Installer; roofing system manufacturer's representative; and installers whose work interfaces with or affects roofing, including installers of roof accessories.
  - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  - 5. Review structural loading limitations of roof deck during and after roofing.
  - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  - 7. Review governing regulations and requirements for insurance and certificates if applicable.
  - 8. Review temporary protection requirements for roofing system during and after installation.
  - 9. Review roof observation and repair procedures after roofing installation.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- D. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- E. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

#### **1.08 PROJECT CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

## **1.09 WARRANTY**

- A. Special Warranty: Manufacturer's Warranty standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
- B. Warranty includes roofing membrane, base flashings, roofing accessories, roof insulation, fasteners, walkway products and other components of membrane roofing system.
- C. Warranty Period: 20 years coverage from date of Substantial Completion.
- D. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of membrane roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, and walkway products, for the following warranty period:
- E. Warranty Period: Two years from date of Substantial Completion.

## **PART 2 PRODUCTS**

### **2.01 EPDM ROOFING MEMBRANE**

- A. EPDM Roofing Membrane: ASTM D 4637, Type I, 60 mil, white, nonreinforced uniform, flexible sheet made from EPDM.

### **2.02 MANUFACTURERS**

- A. Manufacturer from only the following:
  - 1. Firestone
  - 2. Carlisle
  - 3. John Mansville

### **2.03 AUXILIARY MATERIALS**

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
- B. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- C. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- D. Bonding Adhesive: Manufacturer's standard bonding adhesive or VOC Compliant if applicable.
- E. Seaming Material: Manufacturer's standard synthetic-rubber polymer primer and 3-inch- (75-mm-) wide minimum, butyl splice tape with release film with a stripping ply application of 6" Flashing centered over the lap splice.
- F. Lap Sealant: Manufacturer's standard single-component sealant, color to match roofing membrane.
- G. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- H. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- I. Fasteners: Heavy Duty heat treated steel fasteners and metal plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate and insulation materials and acceptable to membrane roofing system manufacturer.
- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories, color to match roofing membrane.

### **2.04 EDGE METAL**

- A. Fabricated edge metal system: .050 gauge standard Kynar finish.

- B. Edge System: Metal edge system, specified by the roofing manufacturer as an integral part of the roofing system warranty.
- C. Aluminum: .050 gauge
- D. Paint type: Standard Kynar 500 Finish
- E. Paint warranty: 20 year paint finish warranty
  - 1. Manufacturer:
    - a. AnchorGard Platinum by Firestone Metal Products
    - b. Secure Edge by Carlisle SynTec

## **2.05 ROOF INSULATION**

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
- C. Board Thickness: Tapered and Uniform
- D. Board Size: 48 x 96 inch
- E. Compressive strength 20 psi

## **2.06 MANUFACTURER**

- A. Firestone (ISO 95+), Carlisle (HP-H)
- B. Provide preformed crickets as noted on the roof drawings. Fabricated by manufacturer to slopes indicated.

## **2.07 INSULATION ACCESSORIES**

- A. Fasteners: Factory-coated Heavy Duty fasteners and metal plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- B. Insulation Adhesive: A two-component low-rise polyurethane adhesive designed for anchoring acceptable roof insulation to specific substrates.
- C. Cover Board
  - 1. Cover Board: Tested to ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
  - 2. Thickness .5" (R Value 2.5)
  - 3. Board Size: 4'x4'
    - a. Products:
      - 1) Firestone Iso Gard HD
      - 2) Carlisle Secure Shield HD

## **2.08 WALKWAYS**

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads, approximately 3/16 inch (5 mm) thick, and acceptable to membrane roofing system manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

- B. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
- C. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- D. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
- E. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
- F. Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
- G. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### **3.03 INSULATION INSTALLATION**

- A. Mechanically Fastened Insulation for Steel Deck: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
- B. Fasten insulation with Heavy Duty Fasteners at a rate of 8 fasteners and plates per 4'x8' board in the field; 16 fasteners and plates per 4'x8' board in the perimeter and 32 fasteners and plates per 4'x8' board in the corners of the roof system.
- C. Adhesive Attach Cover Board to Insulation: Prior to commencing production, a test insulation board must be installed to verify ambient conditions, adhesive application rate, and rise are sufficient to achieve good adhesion over entire insulation board. An authorized supplier shall be used to perform the required testing. Consult Manufacturer's Technical Information Sheets (TIS) or Technical Manual for additional application, storage, and handling information.
- D. Apply 1/2" wide beads to deck or substrate spaced as outlined above. Allow adhesive to rise to 3/4"-1". Rise time will be a few minutes depending upon ambient temperature.
- E. Set the insulation boards immediately after foam rises but prior to adhesive skinning over.
- F. Immediately after positioning the insulation, weight each board using full pails of bonding adhesive or other available weight. Position pails so they are centered over the corners of the insulation boards. Weight shall be left in place for about 5-15 minutes. Adhesive cures quicker at warmer temperatures than colder temperature. Boards must have weight placed immediately after they are set in place. Consult TIS for set-up time information.
- G. Insulation may be walked on and roofed over after weight is removed.
- H. Application rate of adhesive is 12" o.c. bead spacing. in the field of the roof with bead spacing of 6" o.c. in the perimeter and 4" o.c. in the corners of the building.

- I. Comply with Manufacturer's written instructions for installing roof insulation. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- J. Comply with membrane roofing system Manufacturer's written instructions for installing roof insulation.
- K. Install tapered insulation under area of roofing to conform to slopes indicated.
- L. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- M. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
- N. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.

### **3.04 ADHERED ROOFING MEMBRANE INSTALLATION**

- A. Install roofing membrane over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.
- B. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer.
- C. Bonding Adhesive: Apply bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- D. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing membranes according to manufacturer's written instructions to ensure a watertight seam installation. Apply stripping ply application of 6" Flashing centered over the lap splice.
- E. Apply lap sealant and seal exposed edges of roofing membrane terminations.
- F. Repair tears, voids, and lapped seams in roofing that does not meet requirements.
- G. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.

### **3.05 BASE FLASHING INSTALLATION**

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### **3.06 WALKWAY INSTALLATION**

- A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### **3.07 FIELD QUALITY CONTROL**

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- B. Notify Architect or Owner 48 hours in advance of date and time of inspection.
- C. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements. Contractors will be required to have manufacturer's representative perform inspections no less than 3 times a week during roof application. Cost of inspections will be included in base bid price.

### **3.08 PROTECTING AND CLEANING**

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

**END OF SECTION**

**NOT FOR BIDDING**



## SECTION 07 56 00

### FLUID APPLIED ROOFING

#### 1.0 Basis of Design Description

- 1.1 The Armour Ply Liquid Membrane Roof System is a fluid-applied, fully reinforced membrane system designed for application to EPDM Roofs. This Armour Ply system will provide a fully reinforced, seamless membrane system.  
As manufactured by: United Asphalt Company  
237 North Grove Street  
Williamstown Junction, NJ 08009  
800-843-0317  
[www.armourproofcoating.com](http://www.armourproofcoating.com)

#### 2.0 Examination of the Substrate

- 2.1 Examine the substrates, flashing conditions, penetrations, curbs, adjoining construction and the conditions under which the work is to be installed. Do not proceed with the work until unsatisfactory conditions have been corrected and substrate is acceptable.
- 2.2 Applicator shall be responsible for providing a proper substrate to receive the Armour Ply Liquid Membrane System.
- 2.3 Defects in the substrate shall be noted and work shall not proceed until such defects have been corrected.

#### 3.0 Preparation of the Substrate

- 3.1 Do not proceed until any projections that will penetrate through the finished roof membrane system have been properly installed, such as pipes, conduit, vents and ducts.
- 3.2 Complete all corrective actions before proceeding with the roof membrane system.
- 3.3 Pressure-wash the roof with a minimum of 1,500 psi. The surface must be free of all dirt, debris, loose coatings, oil and other contaminants. Allow 24-48 hours to dry.

#### 4.0 Flashings and Perimeter Application of the Coating System

- 4.1 Apply one coat of AP-5100 Moisture Cure Polyurethane Silver at a minimum rate of 1 gallon per 100 square feet. Embed the appropriate width of AP-8100 Polyester Fabric into the wet coating, removing all wrinkles, air pockets, fishmouths, etc. Apply additional AP-5100 Moisture Cure Polyurethane at a rate of .75 gallons per square, completely covering the Polyester Fabric. Allow 12 hours to dry.

#### 5.0 Field Application of the Coating System

- 5.1 Apply one coat of AP-5100 Moisture Cure Polyurethane Silver at a minimum rate of 1 gallon per 100 square feet. Embed the appropriate width of AP-8105 40" Polyester Fabric into the wet coating, removing all wrinkles, air pockets, fishmouths, etc. Apply additional AP-5100 Moisture Cure Polyurethane Silver at a rate of .75 gallons per square, completely covering the Polyester Fabric. Allow 12 hours to dry.
- 5.2 Apply one coat of AP-5100 Moisture Cure Polyurethane Silver to all areas at a minimum rate of 1-1.25 gallons per 100 square feet. Allow 12 hours to dry.

- 5.3 Apply one coat of AP-5100W Moisture Cure Polyurethane White to all areas at a minimum rate of 1-1.25 gallons per 100 square feet. Allow 12 hours to dry.
- 5.4 Note: Successive coats should be applied with 48 hours.
  
- 6.0 Walk Pads
  - 6.1 Apply one coat of AP-5100 Moisture Cure Polyurethane Silver to all areas at a minimum rate of 1 gallon per 100 square feet. Allow 12 hours to dry.
  - 6.2 Apply a second coat of AP-5100 Moisture Cure Polyurethane Silver to all areas at a minimum rate of 1 gallon per 100 square feet. Allow 12 hours to dry.
  
- 7.0 Inspection
  - 7.1 Armour Proof Coatings shall inspect the roof during the preparation and application steps of the system.
  
- 8.0 Warranty
  - 8.1 Upon completion and following inspection by an authorized representative of Armour Proof Coatings, a 15-year Armour Proof System Warranty shall be issued.

**END OF SECTION**

**SECTION 07 62 00**  
**SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, and downspouts.
- B. Reglets and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 04 20 00 - Unit Masonry: Metal flashings embedded in masonry.
- B. Section 06 10 00 - Rough Carpentry: Wood nailers.
- C. Section 06 10 00 - Rough Carpentry: Wood blocking for batten seams.
- D. Section 09 90 00 - Painting and Coating: Field painting.

**1.03 REFERENCE STANDARDS**

- A. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
- C. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
- D. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- E. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric].
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

**PART 2 PRODUCTS**

**2.01 SHEET MATERIALS**

- A. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); .050 inch thick; plain finish shop pre-coated with modified silicone coating.
  - 1. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.

2. Color: As selected by Architect from manufacturer's standard colors.

## **2.02 ACCESSORIES**

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant: Type specified in Section 07 90 05.
- E. Plastic Cement: ASTM D4586, Type I.

## **2.03 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

## **2.04 DOWNSPOUT FABRICATION**

- A. Gutters: SMACNA (ASMM), Rectangular profile.
- B. Downspouts: Rectangular profile.
- C. Downspouts: Size indicated.
- D. Accessories: Profiled to suit gutters and downspouts.
  - 1. Anchorage Devices: In accordance with SMACNA requirements.
  - 2. Downspout Supports: Brackets.
- E. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment.
- F. Seal metal joints.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### **3.02 PREPARATION**

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

### **3.03 INSTALLATION**

- A. Conform to drawing details.
- B. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Pack remaining spaces with lead wool. Seal flashings into reglets with sealant.
- C. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.

- D. Apply plastic cement compound between metal flashings and felt flashings.
- E. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- F. Seal metal joints watertight.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

**END OF SECTION**

NOT FOR BIDDING

**NOT FOR BIDDING**

**SECTION 07 72 00**  
**ROOF ACCESSORIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Manufactured equipment rails, and pedestals.

**1.02 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Maintenance requirements.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

**PART 2 PRODUCTS**

**2.01 MANUFACTURED CURBS**

- A. Pipe, Duct, and Conduit Mounting Pedestals: Vertical posts, minimum 8 inches square unless otherwise indicated.
  - 1. Height Above Finished Roof Surface: 8 inches, minimum.

**2.02 NON-PENETRATING ROOFTOP ASSEMBLIES**

- A. Non-Penetrating Rooftop Assemblies: Manufacturer-engineered and factory-fabricated, with pedestal bases that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly.
  - 1. Design Loadings and Configurations: As required by applicable codes.
  - 2. Height: Provide minimum clearance of 8 inches under supported items to top of roofing.
  - 3. Support Spacing and Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
  - 4. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
  - 5. Hardware, Bolts, Nuts, and Washers: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A153/A153M.
- B. Non-Penetrating Pedestals: Steel pedestals with square, round, or rectangular bases.
  - 1. Bases: High density polypropylene.
  - 2. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
  - 3. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### **3.03 INSTALLATION**

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing weather integrity.

### **3.04 CLEANING**

- A. Clean installed work to like-new condition.

### **3.05 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

**END OF SECTION**



**SECTION 07 84 00**  
**FIRESTOPPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire-resistance rated and smoke-resistant assemblies, whether indicated on drawings or not, and other openings indicated.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.
- C. Section 09 21 16 - Gypsum Board Assemblies: Gypsum wallboard fireproofing.

**1.03 REFERENCE STANDARDS**

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- B. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
- C. ASTM E2837 - Standard Test Method for Determining Fire Resistance of Continuity Head-of-Wall Joint Systems Installed Between Rated Wall Assemblies and Nonrated Horizontal Assemblies.
- D. ITS (DIR) - Directory of Listed Products; Intertek Testing Services NA, Inc..
- E. FM 4991 - Approval of Firestop Contractors; Factory Mutual Research Corporation.
- F. FM P7825 - Approval Guide; Factory Mutual Research Corporation.
- G. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; [www.aqmd.gov](http://www.aqmd.gov).
- H. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc..

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.
- C. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- D. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Certificate from authority having jurisdiction indicating approval of materials used.
- G. Qualification statements for installing mechanics.

**1.05 QUALITY ASSURANCE**

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
  - 1. Listing in the current-year classification or certification books of UL, FM, or ITS (Warnock Hersey) will be considered as constituting an acceptable test report.
  - 2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at [www.icc-es.org](http://www.icc-es.org) will be considered as constituting an acceptable test report.
  - 3. Submission of actual test reports is required for assemblies for which none of the above substantiation exists.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.

- C. Installer Qualifications: Company specializing in performing the work of this section and:
  - 1. Approved by Factory Mutual Research under FM Standard 4991, Approval of Firestop Contractors, or meeting any two of the following requirements:
    - 2. With minimum 5 years documented experience installing work of this type.
    - 3. Able to show at least 3 satisfactorily completed projects of comparable size and type.
    - 4. Licensed by authority having jurisdiction.
    - 5. Approved by firestopping manufacturer.
- D. Installing Mechanic's Qualifications: Certified and trained by firestopping manufacturer and able to provide evidence thereof.

#### **1.06 MOCK-UP**

- A. Install one firestopping assembly representative of each fire rating design required on project.
  - 1. Where one design may be used for different penetrating items or in different wall constructions, install one assembly for each different combination.
  - 2. Where firestopping is intended to fill a linear opening, install minimum of 2 linear ft.
- B. Obtain approval of authority having jurisdiction before proceeding.
- C. If accepted, mock-up will represent minimum standard for the Work.
- D. If accepted, mock-up may remain as part of the Work. Remove and replace mock-ups not accepted.

#### **1.07 FIELD CONDITIONS**

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation. Maintain minimum temperature before, during, and for 3 days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

### **PART 2 PRODUCTS**

#### **2.01 FIRESTOPPING - GENERAL REQUIREMENTS**

- A. Manufacturers:
  - 1. A/D Fire Protection Systems Inc: [www.adfire.com](http://www.adfire.com).
  - 2. 3M Fire Protection Products: [www.3m.com/firestop](http://www.3m.com/firestop).
  - 3. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
  - 4. Nelson FireStop Products: [www.nelsonfirestop.com](http://www.nelsonfirestop.com).
- B. Firestopping Materials with Volatile Content: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- C. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

#### **2.02 FIRESTOPPING ASSEMBLY REQUIREMENTS**

- A. Head-of-Wall Firestopping at Joints Between Non-Rated Floor and Fire-Rated Wall: Use any system that has been tested according to ASTM E2837 to have fire resistance F Rating equal to required fire rating of floor or wall, whichever is greater.
  - 1. Movement: In addition, provide systems that have been tested to show movement capability as indicated.
- B. Through Penetration Firestopping: Use any system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly.
  - 1. Temperature Rise: In addition, provide systems that have been tested to show T Rating as indicated.

2. Air Leakage: In addition, provide systems that have been tested to show L Rating as indicated.
3. Listing by UL, FM, or Intertek in their certification directory will be considered evidence of successful testing.

## **2.03 FIRESTOPPING FOR FLOOR-TO-FLOOR, WALL-TO-FLOOR, AND WALL-TO-WALL JOINTS**

- A. Concrete and Concrete Masonry Walls and Floors:
  1. Top of Wall Joints at Concrete/Concrete Masonry Wall to Concrete Over Metal Deck Floor:
    - a. 2 Hour Construction: UL System HW-D-0181; Hilti CFS-SP WB Firestop Joint Spray and CP 672.
    - b. 2 Hour Construction: UL System HW-D-1037; Hilti CFS-SP WB Firestop Joint Spray and CP 672.
  2. Concrete/Concrete Masonry Wall to Wall Joints:
    - a. 2 Hour Construction: UL System WW-D-0017; Hilti CFS-SP WB Firestop Joint Spray and CP 672.
    - b. 2 Hour Construction: UL System WW-D-0032; Hilti CP 606 Flexible Firestop Sealant.
- B. Gypsum Board Walls:
  1. Wall to Wall Joints:
    - a. 2 Hour Construction: UL System WW-D-0067; Hilti CP 606 Flexible Firestop Sealant.
    - b. 1 Hour Construction: UL System WW-D-0067; Hilti CP 606 Flexible Firestop Sealant.

## **2.04 FIRESTOPPING PENETRATIONS THROUGH CONCRETE AND CONCRETE MASONRY CONSTRUCTION**

- A. Blank Openings:
  1. In Walls:
    - a. 2 Hour Construction: UL System C-AJ-0090; Hilti FS-ONE Intumescent Firestop Sealant.
- B. Penetrations Through Walls By:
  1. Multiple Penetrations in Large Openings:
    - a. 2 Hour Construction: UL System C-AJ-8143; Hilti FS-ONE Intumescent Firestop Sealant.
  2. Uninsulated Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System C-AJ-1421; Hilti FS-ONE Intumescent Firestop Sealant or CP 604 Self-Leveling Firestop Sealant.
    - b. 2 Hour Construction: UL System C-AJ-1498; Hilti CP 680-P/M Cast-In Device.
  3. Uninsulated Non-Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System C-AJ-2109; Hilti CP 643N/644 Firestop Collar.
    - b. 2 Hour Construction: UL System C-BJ-2021; Hilti CP 643N Firestop Collar.
  4. Electrical Cables Not In Conduit:
    - a. 2 Hour Construction: UL System C-AJ-3216; Hilti CP 658 Firestop Plug.
    - b. 2 Hour Construction: UL System W-J-3198; Hilti CFS-SL RK Retrofit Sleeve Kit for existing cables.
    - c. 2 Hour Construction: UL System W-J-3199; Hilti CFS-SL SK Firestop Sleeve Kit.
  5. Cable Trays with Electrical Cables:
    - a. 3 Hour Construction: UL System C-AJ-4035; Hilti FS-ONE Intumescent Firestop Sealant.
  6. Insulated Pipes:
    - a. 2 Hour Construction: UL System C-AJ-5048; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CP 601S Elastomeric Firestop Sealant, or CP 604 Self-Leveling Firestop Sealant.
  7. HVAC Ducts, Uninsulated:

- a. 2 Hour Construction: UL System C-AJ-7111; Hilti FS-ONE Intumescent Firestop Sealant.
  - b. 2 Hour Construction: UL System C-AJ-7084; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CP 601S Elastomeric Firestop Sealant, or CP 604 Self-Leveling Firestop Sealant.
- C. Penetrations Through Walls By:
- 1. Uninsulated Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System W-J-1067; Hilti FS-ONE Intumescent Firestop Sealant.
  - 2. Electrical Cables Not In Conduit:
    - a. 2 Hour Construction: UL System W-J-3060; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CD 601S Elastomeric Firestop Sealant, or CP 618 Firestop Putty Stick.
    - b. 2 Hour Construction: UL System W-J-3143; Hilti CP 658T Firestop Plug.
  - 3. Insulated Pipes:
    - a. 2 Hour Construction: UL System W-J-5041; Hilti FS-ONE Intumescent Firestop Sealant.
    - b. 2 Hour Construction: UL System W-J-5042; Hilti FS-ONE Intumescent Firestop Sealant.
    - c. 2 Hour Construction: UL System W-J-5028; Hilti FS-ONE Intumescent Firestop Sealant.
  - 4. HVAC Ducts, Uninsulated:
    - a. 2 Hour Construction: UL System W-J-7109; Hilti FS-ONE Intumescent Firestop Sealant or CP 606 Flexible Firestop Sealant.
  - 5. HVAC Ducts, Insulated:
    - a. 2 Hour Construction: UL System W-J-7112; Hilti FS-ONE Intumescent Firestop Sealant.

## **2.05 FIRESTOPPING PENETRATIONS THROUGH GYPSUM BOARD WALLS**

- A. Blank Openings:
- 1. 2 Hour Construction: UL System W-L-3334; Hilti CP 653 Speed Sleeve.
- B. Penetrations By:
- 1. Multiple Penetrations in Large Openings:
    - a. 2 Hour Construction: UL System W-L-1389; Hilti FS-ONE Intumescent Firestop Sealant.
    - b. 2 Hour Construction: UL System W-L-1408; Hilti FS-ONE Intumescent Firestop Sealant.
    - c. 2 Hour Construction: UL System W-L-8071; Hilti FS-ONE Intumescent Firestop Sealant.
    - d. 2 Hour Construction: UL System W-L-8079; Hilti FS-ONE Intumescent Firestop Sealant.
    - e. 2 Hour Construction: UL System W-L-8087; Hilti FS 657 Fire Block.
  - 2. Uninsulated Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System W-L-1054; Hilti FS-ONE Intumescent Firestop Sealant.
    - b. 2 Hour Construction: UL System W-L-1164; Hilti FS-ONE Intumescent Firestop Sealant.
    - c. 2 Hour Construction: UL System W-L-1206; Hilti FS-ONE Intumescent Firestop Sealant.
  - 3. Uninsulated Non-Metallic Pipe, Conduit, and Tubing:
    - a. 2 Hour Construction: UL System W-L-2078; Hilti CP 643N/644 Firestop Collar.

- b. 2 Hour Construction: UL System W-L-2411; Hilti CP 648-E Firestop Wrap Strip.
- c. 2 Hour Construction: UL System W-L-2128; Hilti FS-ONE Intumescent Firestop Sealant.
- 4. Electrical Cables Not In Conduit:
  - a. 2 Hour Construction: UL System W-L-3065; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, CD 601S Elastomeric Firestop Sealant, or CP 618 Firestop Putty Stick.
  - b. 2 Hour Construction: UL System W-L-3334; Hilti CP 653 Speed Sleeve.
  - c. 2 Hour Construction: UL System W-L-3393; Hilti CFS-SL RK Retrofit Sleeve Kit for existing cables.
  - d. 2 Hour Construction: UL System W-L-3394; Hilti CFS-SL SK Firestop Sleeve Kit.
  - e. 2 Hour Construction: UL System W-L-3395; Hilti CP653 Speed Sleeve.
- 5. Cable Trays with Electrical Cables:
  - a. 2 Hour Construction: UL System W-L-4011; Hilti FS 657 Fire Block.
  - b. 2 Hour Construction: UL System W-L-4060; Hilti FS-ONE Intumescent Firestop Sealant.
- 6. Insulated Pipes:
  - a. 2 Hour Construction: UL System W-L-5028; Hilti FS-ONE Intumescent Firestop Sealant.
  - b. 2 Hour Construction: UL System W-L-5029; Hilti FS-ONE Intumescent Firestop Sealant.
  - c. 2 Hour Construction: UL System W-L-5096; Hilti FS-ONE Intumescent Firestop Sealant.
  - d. 2 Hour Construction: UL System W-L-5257; Hilti FS-ONE Intumescent Firestop Sealant, CP 606 Flexible Firestop Sealant, or CP 601S Elastomeric Firestop Sealant.
  - e. 2 Hour Construction: UL System W-L-5244; Hilti CP 648-E Firestop Wrap Strip.
- 7. HVAC Ducts, Insulated:
  - a. 2 Hour Construction: UL System W-L-7156; Hilti FS-ONE Intumescent Firestop Sealant.

## 2.06 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements. Foam, caulk, putty or manufactured device.
  - 1. Fire Ratings: Use any system listed by UL, FM, or ITS (Warnock Hersey) or that has F Rating equal to fire rating of penetrated assembly and minimum T Rating of 0 and that meets all other specified requirements.
  - 2. Fire Ratings: See Drawings for required systems and ratings.
- B. Firestopping at Uninsulated Metallic Pipe and Conduit Penetrations, of diameter 4 inches or less: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- C. Firestopping at Cable Tray Penetrations: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- D. Firestopping at Cable Penetrations, not in Conduit or Cable Tray: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- E. Firestopping at Control and Expansion Joints (without Penetrations): Any material meeting requirements and caulk.

## 2.07 MATERIALS

- A. Firestopping Sealants: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Elastomeric Silicone Firestopping: Single component silicone elastomeric compound and compatible silicone sealant.
- C. Foam Firestopping: Single component silicone foam compound.

- D. Fibered Compound Firestopping: Formulated compound mixed with incombustible non-asbestos fibers.
- E. Fiber Firestopping: Mineral fiber insulation used in conjunction with elastomeric surface sealer forming airtight bond to opening.
- F. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify openings are ready to receive the work of this section.

#### **3.02 PREPARATION**

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.
- C. Install backing materials to arrest liquid material leakage.

#### **3.03 INSTALLATION**

- A. Firestopping materials to be installed by a certified UL FireStopping Installer.
- B. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- C. Do not cover installed firestopping until inspected by authority having jurisdiction.
- D. Install labeling required by code.

#### **3.04 FIELD QUALITY CONTROL**

- A. Firestopping materials to be installed by a certified UL FireStopping Installer.
- B. Repair or replace penetration firestopping and joints at locations where inspection results indicate firestopping or joints do not meet specified requirements.

### **CLEANING**

#### **4.01 CLEAN ADJACENT SURFACES OF FIRESTOPPING MATERIALS.**

#### **4.02 PROTECTION**

- A. Clean adjacent surfaces of firestopping materials.
- B. Protect adjacent surfaces from damage by material installation.

**END OF SECTION**

**SECTION 07 90 05**  
**JOINT SEALERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sealants and joint backer rods.
- B. Precompressed foam sealers.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 62 00: Sealants required in conjunction with flashing.

**1.03 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber.
- E. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell).

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with other sections referencing this section.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, 2 x 1/2 in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

**1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.

**1.07 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**1.08 COORDINATION**

- A. Coordinate the work with all sections referencing this section.

**1.09 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Polyurethane Sealants:
  - 1. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 2. Bostik, Inc [www.bostik-us.com](http://www.bostik-us.com)
  - 3. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acrylic Sealants (ASTM C920):
  - 1. Pecora Corporation; [www.pecora.com](http://www.pecora.com).
  - 2. Tremco, Inc [www.tremcosealants.com](http://www.tremcosealants.com).
  - 3. Bostik, Inc. [www.bostik-us.com](http://www.bostik-us.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Preformed Compressible Foam Sealers and backer rods:
  - 1. Sandell Manufacturing Company, Inc: [www.sandellmfg.com](http://www.sandellmfg.com).
  - 2. Emseal Joint Systems, Ltd.
  - 3. Dayton Superior Corporation: [www.daytonsuperior.com](http://www.daytonsuperior.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 SEALANTS**

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Product: Dynatrol II manufactured by Pecora.
  - 3. Applications: Use for:
    - 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 joints for which no other sealant is indicated.
- C. Type 2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, Type OP, Grade NF single component, paintable.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Product: AC-20 + Silicone manufactured by Pecora.
  - 3. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- D. Type 3 - Exterior Expansion Joint Sealer: ASTM D 2628, hollow neoprene (polychloroprene) compression gasket.
  - 1. Black color.
  - 2. Size and Shape: . As indicated by drawings.
  - 3. Product: Poly seal manufactured by Sandell mfg.
  - 4. Applications: Use for:
    - a. Exterior wall expansion joints.

### **2.03 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.



- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

#### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

#### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker where joint backing is not used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Tool joints concave.
- J. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

#### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

#### **3.05 PROTECTION**

- A. Protect sealants until cured.

**END OF SECTION**

**NOT FOR BIDDING**

**SECTION 09 21 16**  
**GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal stud wall, ceiling and soffit framing.
- B. Metal framing for top of wall bracing and ceiling framing.
- C. Gypsum interior sheathing.
- D. Gypsum exterior sheathing.
- E. Gypsum wallboard.
- F. Joint treatment and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Building Framing and Wood blocking .
- B. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.
- C. Section 07 90 05 - Joint Sealers: Acoustic sealant.

**1.03 REFERENCE STANDARDS**

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute. (replaced SG-971)
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
- D. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board.
- E. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members.
- F. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- G. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
- H. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board.
- I. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
- J. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
- K. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
- L. ASTM C1280 - Standard Specification for Application of Gypsum Sheathing.
- M. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
- N. ASTM C1629/C1629 - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels.
- O. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
- P. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

- Q. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
- R. ASTM E413 - Classification for Rating Sound Insulation.
- S. GA-214 - Recommended Levels of Gypsum Board Finish; Gypsum Association.
- T. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate special details associated with vertical deflection joints and acoustic seals. Provide special details for suspended ceilings. Indicate layout, anchorage to structure, type and location of fasteners, framed openings, accessories, and items of related work.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

#### **1.05 QUALITY ASSURANCE**

- A. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.
- B. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

### **PART 2 PRODUCTS**

#### **2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies per drawings.

#### **2.02 METAL FRAMING MATERIALS**

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
  - 1. Clarkwestern Dietrich Building Systems LLC: [www.clarkdietrich.com](http://www.clarkdietrich.com).
  - 2. Dietrich Metal Framing: [www.dietrichindustries.com](http://www.dietrichindustries.com).
  - 3. Marino: [www.marinoware.com](http://www.marinoware.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/360 at 5 psf.
  - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C 645 are waived provided steel of 40 ksi minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E 72 using assemblies specified by ASTM C 754.
    - a. Acceptable Products:
      - 1) Dietrich Metal Framing; UltraSteel (tm): [www.dietrichindustries.com](http://www.dietrichindustries.com).
      - 2) Clark Western Building Systems; UltraSteel (tm): [www.clarkwestern.com](http://www.clarkwestern.com).
  - 2. Studs: "C" shaped with flat or formed webs with knurled faces. Minimum gauge = 18.
  - 3. Runners: U shaped, sized to match studs. Minimum gauge = 16.
  - 4. Ceiling Channels: C shaped. Minimum gauge = 16.
  - 5. Furring: Hat-shaped sections, minimum depth of 7/8 inch. Minimum gauge = 18.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.

- D. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
  2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.
  3. Provide kickers / framing for top of wall and soffits as necessary.

### 2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
1. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
  2. Georgia-Pacific Gypsum: [www.gpgypsum.com](http://www.gpgypsum.com).
  3. National Gypsum Company: [www.nationalgypsum.com](http://www.nationalgypsum.com).
  4. USG Corporation: [www.usg.com](http://www.usg.com).
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
1. Application: Use for ceilings, unless otherwise indicated.
  2. Thickness:
    - a. Ceilings: 1/2 inch.
- C. Gypsum Wallboard: ASTM C 1396/C 1396M. Sizes to minimize joints in place; ends square cut.
1. Ceiling Board: Special sag-resistant type.
    - a. Application: Ceilings, and soffits.
    - b. Thickness: 1/2" inch.
    - c. Edges: Tapered.
- D. Exterior Sheathing Board: Sizes to minimize joints in place; ends square cut.
1. Application: Exterior sheathing, unless otherwise indicated.
  2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
  3. Glass-Mat-Faced Sheathing: Glass mat faced gypsum substrate as defined in ASTM C1177/C1177M.
  4. Paper-Faced Sheathing: Gypsum sheathing board as defined in ASTM C1396/C1396M, moisture resistant type with water repellent paper faces.
  5. Core Type: Regular.
  6. Regular Board Thickness: 1/2 inch.
  7. Edges: Square, for vertical application.

### 2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C 665; preformed glass fiber, friction fit type, unfaced. Thickness to fit cavity. As specified in Section 07 21 00.
- B. Acoustic Sealant: As specified in Section 07 90 05.
- C. Water-Resistive Barrier: As specified in Section 07 25 00.
- D. Finishing Accessories: ASTM C1047, rigid plastic, unless otherwise indicated.
1. Types: As detailed or required for finished appearance.
  2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead at exposed panel edges.
- E. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.

1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
  2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
  3. Ready-mixed vinyl-based joint compound.
  4. Powder-type vinyl-based joint compound.
  5. Chemical hardening type compound.
- F. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- G. Screws for Attachment to Steel Members From 0.033 to 0.112 Inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.
- H. Screws: ASTM C 1002; self-piercing tapping type; cadmium-plated for exterior locations.
- I. Staples: ASTM C 840.
- J. Anchorage to Substrate: Tie wire, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that project conditions are appropriate for work of this section to commence.

#### **3.02 FRAMING INSTALLATION**

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
1. Level ceiling system to a tolerance of 1/600.
  2. Laterally brace entire suspension system, to structure above.
  3. Install bracing as required at exterior locations to resist wind uplift.
- C. Studs: Space studs as indicated.
1. Extend partition framing to structure where indicated and to ceiling in other locations.
  2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling framing in accordance with details.
  3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
  4. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Connections: Minimum (4) #12 screws per connection of cold formed metal framing members.
- F. Blocking: Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, wood frame openings, toilet accessories, and hardware. Comply with Section 06 10 00 for wood blocking.

#### **3.03 ACOUSTIC ACCESSORIES INSTALLATION**

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install as follows:

1. Place two beads continuously on substrate before installation of perimeter framing members.
2. Place continuous bead at perimeter of each layer of gypsum board.
3. In non-fire-rated construction, seal around all penetrations by conduit, pipe, ducts, and rough-in boxes; and other penetrations.

### **3.04 BOARD INSTALLATION**

- A. Comply with ASTM C 840 and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
  1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Exterior Sheathing: Comply with ASTM C1280. Install sheathing vertically, with edges butted tight and ends occurring over firm bearing.
  1. Paper-Faced Sheathing: Immediately after installation, protect from weather by application of water-resistive barrier.
- D. Installation on Metal Framing: Use screws for attachment of all gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

### **3.05 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as directed.
  1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

### **3.06 JOINT TREATMENT**

- A. Paper Faced Gypsum Board: Use fiberglass joint tape, bedded with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound and finished with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
  2. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Finish gypsum board in scheduled areas in accordance with levels defined in GA-214; or ASTM C 840 and as scheduled below.
  1. Above Finished Ceilings Concealed From View: Level 1.
  2. Utility Areas and Areas Behind Cabinetry: Level 2.
  3. Walls and Ceilings to Receive Flat Paint Finish: Level 4.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  1. Feather coats of joint compound so that camber is maximum 1/32 inch.
  2. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
  3. Taping, filling and sanding is not required at base layer of double layer applications.

### **3.07 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**3.08 FINISH LEVEL SCHEDULE (SEE 1.03 REFERENCES FOR DEFINITION)**

- A. Level 1: Above finished ceilings concealed from view.
- B. Level 4: Walls and ceilings scheduled to receive flat paint finish.

**END OF SECTION**

NOT FOR BIDDING



**SECTION 09 51 00**  
**ACOUSTICAL CEILINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Suspended metal grid ceiling system.
- B. Acoustical units.
- C. Support hangers, channels, and wires.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 21 00 - Thermal Insulation: Acoustical insulation.

**1.03 REFERENCE STANDARDS**

- A. ASTM C635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products.
- D. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - General Conditions, for submittal procedures.
- B. Product Data: Provide data on suspension system components.
- C. Samples: Submit two samples 4x4 inch in size illustrating material and finish of acoustical units.
- D. Samples: Submit two samples each, 6 inches long, of suspension system main runner, cross runner, and perimeter molding.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

**1.05 QUALITY ASSURANCE**

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.

**1.06 FIELD CONDITIONS**

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

**1.07 PROJECT CONDITIONS**

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Install acoustical units after interior wet work is dry.

**1.08 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Provide 50 SF of Type A acoustical unit, for Owner's use in maintenance of project.

## **PART 2 PRODUCTS**

### **2.01 ACOUSTICAL UNITS**

- A. Manufacturers:
  - 1. Armstrong World Industries, Inc: [www.armstrong.com](http://www.armstrong.com).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acoustical Units - General: ASTM E1264, Class A.
- C. Acoustical Panels Type A: painted faced mineral fiber, ASTM E 1264 Type III with the following characteristics:
  - 1. VOC Content: As specified in Section 01 61 16.
  - 2. VOC Content: Certified as Low Emission by one of the following :
    - a. GreenGuard Children and Schools; [www.greenguard.org](http://www.greenguard.org).
  - 3. Size: 24 x 48 inches.
  - 4. Thickness: 3/4 inches.
  - 5. Edge: Square.
  - 6. Surface Color: White.
  - 7. Surface Pattern: Non-directional fissured.
  - 8. Product: School Zone Fine Fissured #1714 by Armstrong.

### **2.02 SUSPENSION SYSTEM(S) UNLESS NOTED OTHERWISE ABOVE.**

- A. Manufacturers:
  - 1. Same as for acoustical units.
  - 2. Armstrong World Industries, Inc: [www.armstrong.com](http://www.armstrong.com).
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Suspension Systems - General: ASTM C 635; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- C. Exposed Tee Steel Suspension System: Formed galvanized steel, commercial quality cold rolled; heavy-duty.
  - 1. Profile: Tee; for square edge panels 15/16 inch wide face.
  - 2. Construction: Double web.
  - 3. Finish: White painted.
  - 4. Product: Match existing by Armstrong.

### **2.03 ACCESSORIES**

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
- C. Acoustical Sealant For Perimeter Moldings: Specified in Section 07 90 05.
- D. Gasket For Perimeter Moldings: Closed cell rubber sponge tape.
- E. Touch-up Paint: Type and color to match acoustical and grid units.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

### **3.02 INSTALLATION - SUSPENSION SYSTEM**

- A. Install suspension system in accordance with ASTM C 636, ASTM E 580, and manufacturer's instructions and as supplemented in this section.

- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:240.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- D. Locate system on room axis according to reflected plan.
- E. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- F. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- G. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- H. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- I. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- J. Do not eccentrically load system or induce rotation of runners.
- K. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
  - 1. Install in bed of acoustical sealant or with continuous gasket.
  - 2. Use longest practical lengths.
  - 3. Miter or Overlap and rivet corners.
- L. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch movement. Maintain visual closure.

### **3.03 INSTALLATION - ACOUSTICAL UNITS**

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
  - 1. Cut to fit irregular grid and perimeter edge trim.
  - 2. Make field cut edges of same profile as factory edges.
  - 3. Double cut and field paint exposed reveal edges.
- G. Where round obstructions and bullnose corners occur, provide preformed closures to match perimeter molding.

### **3.04 TOLERANCES**

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

**END OF SECTION**

**NOT FOR BIDDING**

**SECTION 09 90 00**  
**PAINTING AND COATING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Prepare and paint all interior new work and patching and all exterior lintels.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 DEFINITIONS**

- A. Conform to ASTM D16 for interpretation of terms used in this section.

**1.04 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- C. NACE (IMP) - Industrial Maintenance Painting; NACE International; Edition date unknown.
- D. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings.

**1.05 DEFINITIONS**

- A. Conform to ASTM D 16 for interpretation of terms used in this section.

**1.06 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products and special coatings, including VOC content.
- C. Samples: Submit two paper chip samples, 1 X 1 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 6 x 6 inch in size.
- E. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- F. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.
- G. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- H. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

**1.07 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience.

## **1.08 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.

## **1.09 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

## **1.10 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## **1.11 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply 1 gallon of each color; store where directed.
- C. Label each container with color, type, texture, and room locations in addition to the manufacturer's label.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. ICI Paints North America: [www.icipaints.com](http://www.icipaints.com)
  - 2. Duron, Inc: [www.duron.com](http://www.duron.com).
  - 3. Sherwin Williams: [www.sherwin-williams.com](http://www.sherwin-williams.com)
  - 4. Benjamin Moore & Co: [www.benjaminmoore.com](http://www.benjaminmoore.com).
- C. Field-Catalyzed Coatings:
- D. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 PAINTS AND COATINGS - GENERAL**

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
  - 3. Supply each coating material in quantity required to complete entire project's work from a single production run.

4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
    - b. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; [www.otcair.org](http://www.otcair.org); specifically:
      - 1) Opaque, Flat: 50 g/L, maximum.
      - 2) Opaque, Nonflat: 150 g/L, maximum.
      - 3) Opaque, High Gloss: 250 g/L, maximum.
      - 4) Varnishes: 350 g/L, maximum.
    - c. Architectural coatings VOC limits of State in which the project is located.
  2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Chemical Content: The following compounds are prohibited:
  1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.

## **2.03 PAINT SYSTEMS - EXTERIOR**

- A. Paint E-OP - All Exterior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including primed metal.
  1. Preparation as specified by manufacturer.
  2. Two top coats and one coat primer recommended by manufacturer.
- B. Paint ME-OP-3A - Ferrous Metals, Unprimed, Alkyd, 3 Coat:
  1. One coat of alkyd primer.
  2. Semi-gloss: Two coats of alkyd enamel.

## **2.04 PAINT SYSTEMS - INTERIOR**

- A. Paint I-OP - All Interior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete masonry, and shop primed steel.
  1. Two top coats and one coat primer.
  2. Primer(s): As recommended by manufacturer of top coats.
- B. Paint CI-OP-3L - Concrete/Masonry, Opaque, Latex, 3 Coat:
  1. One coat of block filler.
  2. Egg Shell: Two coats of latex enamel.
- C. Paint MI-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:
  1. Touch-up with latex primer or manufacturer recommended.
  2. Flat: Two coats of latex enamel.
- D. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
  1. One coat of alkyd or latex primer sealer.

2. Eggshell: Two coats of latex enamel.

## **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  1. Gypsum Wallboard: 12 percent.
  2. Plaster and Stucco: 12 percent.
  3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  4. Concrete Floors and Traffic Surfaces: 8 percent.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac or stain blocker those which may bleed through surface finishes.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- K. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.



### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.

### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.06 PROTECTION**

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

**END OF SECTION**

**NOT FOR BIDDING**

**SECTION 26 05 01**  
**MINOR ELECTRICAL DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical demolition.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional requirements for alterations work.

**PART 2 PRODUCTS**

**2.01 MATERIALS AND EQUIPMENT**

- A. Materials and equipment for patching and extending work: As specified in individual sections.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Owner before disturbing existing installation.
- E. Report discrepancies to Architect before disturbing existing installation.
- F. Beginning of demolition means installer accepts existing conditions.

**3.02 PREPARATION**

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.
  - 2. Make temporary connections to maintain service in areas adjacent to work area.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner before partially or completely disabling system.
  - 2. Notify local fire service.
  - 3. Make notifications at least 24 hours in advance.
  - 4. Make temporary connections to maintain service in areas adjacent to work area.
- F. Existing Telephone System: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner at least 24 hours before partially or completely disabling system.
  - 2. Notify telephone utility company at least 24 hours before partially or completely disabling system.
  - 3. Make temporary connections to maintain service in areas adjacent to work area.

### **3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Disconnect and remove abandoned panelboards and distribution equipment.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

### **3.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.

**END OF SECTION**

**SECTION 26 05 19**

**LV ELEC. POWER CONDUCTORS AND CABLES (600V&LESS)**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Underground feeder and branch-circuit cable.
- C. Service entrance cable.
- D. Metal-clad cable.
- E. Wire and cable for 600 volts and less.
- F. Wiring connectors.
- G. Electrical tape.
- H. Wire pulling lubricant.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 01 - Minor Electrical Demolition: Disconnection, removal, and/or extension of existing electrical conductors and cables.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 28 31 00 - Fire Detection and Alarm: Fire alarm system conductors and cables.
- F. Section 31 23 16 - Excavation.
- G. Section 31 23 16.13 - Trenching: Excavating, bedding, and backfilling.
- H. Section 31 23 23 - Fill: Bedding and backfilling.

**1.03 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes.
- C. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation.
- D. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- F. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); National Electrical Contractors Association.
- G. NECA 121 - Standard for Installing Nonmetallic-Sheathed Cable (Type NM-B) and Underground Feeder and Branch-Circuit Cable (Type UF); National Electrical Contractors Association.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; National Electrical Manufacturers Association (ANSI/NEMA WC 70/ICEA S-95-658).
- I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).

- J. NFPA 70 - National Electrical Code; National Fire Protection Association.
- K. UL 44 - Thermoset-Insulated Wires and Cables.
- L. UL 83 - Thermoplastic-Insulated Wires and Cables.
- M. UL 486A-486B - Wire Connectors.
- N. UL 486C - Splicing Wire Connectors.
- O. UL 486D - Sealed Wire Connector Systems.
- P. UL 493 - Thermoplastic-Insulated Underground Feeder and Branch-Circuit Cables.
- Q. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape.
- R. UL 1569 - Metal-Clad Cables.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the installation of direct burial cable with other trades to avoid conflicts with piping or other potential conflicts.
  - 3. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  - 4. Notify Architect and Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- C. Product Data: Provide for each cable assembly type.
- D. Samples of Actual Product Delivered: Submit one 18 inch length of cable assembly from each reel.
  - 1. Select each length to include complete set of manufacturer markings.
  - 2. Attach tag indicating cable size and application information.
- E. Test Reports: Indicate procedures and values obtained.
- F. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.
- G. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- H. Project Record Documents: Record actual locations of components and circuits.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

### **1.08 FIELD CONDITIONS**

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

## **PART 2 PRODUCTS**

### **2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Metal-clad cable is permitted only as follows:
  - 1. Where not otherwise restricted, may be used:
    - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
      - 1) Maximum Length: 6 feet.
    - b. Where concealed in hollow stud walls, above accessible ceilings, and under raised floors for branch circuits up to 20 A.
  - 2. In addition to other applicable restrictions, may not be used:
    - a. Unless approved by Owner.
    - b. Where not approved for use by the authority having jurisdiction.
    - c. Where exposed to view.
    - d. Where exposed to damage.
    - e. For damp, wet, or corrosive locations, .
    - f. For isolated ground circuits, unless provided with an additional isolated/insulated grounding conductor.
- D. Concealed Dry Interior Locations: Use only building wire in raceway or metal clad cable type THHN/THHW.
- E. Exposed Dry Interior Locations: Use only building wire in raceway type THHN/THHW.
- F. Above Accessible Ceilings: Use only building wire in raceway or metal clad cable type THHN.
- G. Wet or Damp Interior Locations: Use only building wire in raceway type THW.
- H. Exterior Locations: Use only building wire in raceway type THHW.
- I. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
- J. Use solid conductors for control circuits.
- K. Use conductor not smaller than 12 AWG for power and lighting circuits.
- L. Use conductor not smaller than 16 AWG for control circuits.
- M. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- N. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.

### **2.02 CONDUCTOR AND CABLE MANUFACTURERS**

- A. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
- B. Southwire Company: [www.southwire.com](http://www.southwire.com).

C. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.03 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- I. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- J. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
      - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
  - 2. Control Circuits: 14 AWG.
- K. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- L. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
  - 3. Color Code:
    - a. 480Y/277 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange.
      - 3) Phase C: Yellow.
      - 4) Neutral/Grounded: Gray.
    - b. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - c. Equipment Ground, All Systems: Green.
    - d. Isolated Ground, All Systems: Green with yellow stripe.
    - e. For control circuits, comply with manufacturer's recommended color code.



## **2.04 SINGLE CONDUCTOR BUILDING WIRE**

- A. Manufacturers:
  - 1. Copper Building Wire:
    - a. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
    - b. Encore Wire Corporation: [www.encorewire.com](http://www.encorewire.com).
    - c. Southwire Company: [www.southwire.com](http://www.southwire.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
  - 2. Control Circuits: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
- F. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG and Larger: Copper.
- G. Insulation Voltage Rating: 600 volts.
- H. Insulation: NFPA 70, Type THHW/THWN/THHN/THW.
- I. Insulation: Thermoplastic material rated 75/90 degrees C.

## **2.05 UNDERGROUND FEEDER AND BRANCH-CIRCUIT CABLE**

- A. Manufacturers:
  - 1. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
  - 2. Encore Wire Corporation: [www.encorewire.com](http://www.encorewire.com).
  - 3. Southwire Company: [www.southwire.com](http://www.southwire.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type UF multiple-conductor cable listed and labeled as complying with UL 493, Type UF-B.
- C. Provide equipment grounding conductor unless otherwise indicated.
- D. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- E. Insulation Voltage Rating: 600 V.

## **2.06 SERVICE ENTRANCE CABLE**

- A. Manufacturers:
  - 1. Copper Service Entrance Cable:
    - a. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
    - b. Encore Wire Corporation: [www.encorewire.com](http://www.encorewire.com).
    - c. Southwire Company: [www.southwire.com](http://www.southwire.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Conductor Stranding: Stranded.
- C. Insulation Voltage Rating: 600 V.

## **2.07 METAL-CLAD CABLE**

- A. Manufacturers:
  - 1. AFC Cable Systems Inc: [www.afcweb.com](http://www.afcweb.com).
  - 2. Encore Wire Corporation: [www.encorewire.com](http://www.encorewire.com).
  - 3. Southwire Company: [www.southwire.com](http://www.southwire.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- C. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- F. Provide dedicated neutral conductor for each phase conductor where indicated or required.
- G. Grounding: Full-size integral equipment grounding conductor.
  - 1. Provide additional isolated/insulated grounding conductor where indicated or required.
- H. Armor: Steel, interlocked tape.
- I. Insulation Temperature Rating: 75/90 degrees C.

## **2.08 SERVICE ENTRANCE CABLE**

- A. Description: NFPA 70, Type USE.
- B. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG and Larger: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation: Type XHHW.

## **2.09 METAL CLAD CABLE**

- A. Description: NFPA 70, Type MC.
- B. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG and Larger: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 90 degrees C.
- E. Insulation Material: Thermoplastic.
- F. Armor Material: Steel.
- G. Armor Design: Interlocked metal tape.
- H. Jacket: PVC.

## **2.10 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
- C. Wiring Connectors for Splices and Taps:
  - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.

2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- D. Wiring Connectors for Terminations:
  1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  2. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
  3. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
  4. Conductors for Control Circuits: Use crimped terminals for all connections.
- E. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
  1. Manufacturers:
    - a. 3M: [www.3m.com](http://www.3m.com).
    - b. Ideal Industries, Inc: [www.idealindustries.com](http://www.idealindustries.com).
    - c. NSI Industries LLC: [www.nsiindustries.com](http://www.nsiindustries.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Mechanical Connectors: Provide bolted type or set-screw type.
  1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilSCO.com](http://www.ilSCO.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Compression Connectors: Provide circumferential type or hex type crimp configuration.
  1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilSCO.com](http://www.ilSCO.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- H. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
  1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilSCO.com](http://www.ilSCO.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).

## 2.11 WIRING ACCESSORIES

- A. Electrical Tape:
  1. Manufacturers:
    - a. 3M: [www.3m.com](http://www.3m.com).
    - b. Plymouth Rubber Europa: [www.plymouthrubber.com](http://www.plymouthrubber.com).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
  2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 8.5 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
    - a. Product: 3M- Scotch Vinyl Electrical Tape Super 88.
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
  - 1. Manufacturers:
    - a. 3M: [www.3m.com](http://www.3m.com).
    - b. American Polywater Corporation: [www.polywater.com](http://www.polywater.com).
    - c. Ideal Industries, Inc: [www.idealindustries.com](http://www.idealindustries.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Split Bolt Connectors: Description: Connector suitable for copper to copper connection tested and listed to UL 486A requirements. Black burn type-H or equal.
  - 1. Product: Thomas R Betts or equal
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
  - 3. Product: Thomas R Betts or equal
- D. Spring Wire Connectors: Description: Flame retardant thermoplastic shell with plated steel square wire spring gated for 105 degrees C, 600 volts, Thomas and Betts fixed spring wire connectors or equal.
  - 1. Product: Ideal or equal

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that raceway installation is complete and supported.
- E. Verify that field measurements are as shown on the drawings.
- F. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 PREPARATION**

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

#### **3.03 INSTALLATION**

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Arrange circuiting to minimize splices.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Install underground feeder and branch-circuit cable (Type UF-B) in accordance with NECA 121.
- E. Install metal-clad cable (Type MC) in accordance with NECA 120.
- F. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

- G. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- H. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
  - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
- I. Terminate cables using suitable fittings.
  - 1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- J. Install conductors with a minimum of 12 inches of slack at each outlet.
- K. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- L. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- M. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
  - 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- N. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- O. Insulate ends of spare conductors using vinyl insulating electrical tape.
- P. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
- R. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- S. Route wire and cable as required to meet project conditions.
  - 1. Wire and cable routing indicated is approximate unless dimensioned.
  - 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
  - 3. Include wire and cable of lengths required to install connected devices within 10 ft of location shown.
- T. Use wiring methods indicated.
- U. Pull all conductors into raceway at same time.

- V. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- W. Protect exposed cable from damage.
- X. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
- Y. Use suitable cable fittings and connectors.
- Z. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- AA. Clean conductor surfaces before installing lugs and connectors.
- AB. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- AC. Use suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
- AD. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- AE. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- AF. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- AG. Trench and backfill for direct burial cable installation as specified in Sections 31 23 16 and 31 23 23; Section 31 2316 13. Install warning tape along entire length of direct burial cable, within 3 inches of grade.
- AH. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.

#### **3.04 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- B. Perform field inspection and testing in accordance with Section 01 40 00.
- C. Inspect and test in accordance with NETA ATS, except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
  - 1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.
- E. Correct deficiencies and replace damaged or defective conductors and cables.
- F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

**END OF SECTION**

**SECTION 26 05 26**

**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground bars.
- E. Ground rod electrodes.
- F. Grounding and bonding components.
- G. Provide all components necessary to complete the grounding system(s) consisting of:
  - 1. Existing metal underground water pipe.
  - 2. Metal frame of the building.
  - 3. Existing metal underground gas piping system.
  - 4. Metal underground gas piping system.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- B. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; National Electrical Manufacturers Association.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).
- D. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.
- E. NFPA 70 - National Electrical Code; National Fire Protection Association.
- F. UL 467 - Grounding and Bonding Equipment.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Verify exact locations of underground metal water service pipe entrances to building.
  - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
  - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not install ground rod electrodes until final backfill and compaction is complete.

**1.05 PERFORMANCE REQUIREMENTS**

- A. Grounding System Resistance: 5 ohms.

## **1.06 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- C. Product Data: Provide for grounding electrodes and connections.
- D. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
- E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Field quality control test reports.
- G. Project Record Documents: Record actual locations of components and grounding electrodes.

## **1.07 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

## **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## **PART 2 PRODUCTS**

### **2.01 GROUNDING AND BONDING REQUIREMENTS**

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding Electrode System:
  - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
    - a. Provide continuous grounding electrode conductors without splice or joint.
    - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
  - 2. Metal Underground Water Pipe(s):
    - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
    - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
    - c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
  - 3. Metal Building or Structure Frame:
    - a. Provide connection to metal building or structure frame effectively grounded in accordance with NFPA 70 at nearest accessible location.
  - 4. Ground Ring:



- a. Provide a ground ring encircling the building or structure consisting of bare copper conductor not less than 2 AWG in direct contact with earth, installed at a depth of not less than 30 inches.
    - b. Provide connection from ground ring conductor to:
      - 1) Perimeter columns of metal building frame.
      - 2) Ground rod electrodes located as indicated.
  5. Ground Rod Electrode(s):
    - a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
    - b. Space electrodes not less than 10 feet from each other and any other ground electrode.
- E. Bonding and Equipment Grounding:
  1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
  2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
  3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
  4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
  5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
  6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
  7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
    - a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
    - b. Metal gas piping.
- F. Isolated Ground System:
  1. Where isolated ground receptacles or other isolated ground connections are indicated, provide separate isolated/insulated equipment grounding conductors.
  2. Connect isolated/insulated equipment grounding conductors only to separate isolated/insulated equipment ground busses.
  3. Connect the isolated/insulated equipment grounding conductors to the solidly bonded equipment ground bus only at the service disconnect or separately derived system disconnect. Do not make any other connections between isolated ground system and normal equipment ground system on the load side of this connection.

## 2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
  1. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in addition to requirements of Section 26 05 19:
  1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:

- 1) Use bare copper conductors where installed underground in direct contact with earth.
  - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
    - a. Exceptions:
      - 1) Use exothermic welded connections for connections to metal building frame.
  4. Manufacturers - Mechanical and Compression Connectors:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. Harger Lightning & Grounding: [www.harger.com](http://www.harger.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  5. Manufacturers - Exothermic Welded Connections:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. Cadweld, a brand of Erico International Corporation: [www.erico.com](http://www.erico.com).
    - c. ThermOweld, a brand of Continental Industries, Inc: [www.thermoweld.com](http://www.thermoweld.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Ground Bars:
1. Description: Copper rectangular ground bars with mounting brackets and insulators.
  2. Size: As indicated.
  3. Holes for Connections: As indicated or as required for connections to be made.
  4. Manufacturers:
    - a. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - b. Harger Lightning & Grounding: [www.harger.com](http://www.harger.com).
    - c. ThermOweld, a brand of Continental Industries, Inc: [www.thermoweld.com](http://www.thermoweld.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Ground Rod Electrodes:
1. Comply with NEMA GR 1.
  2. Material: Copper-bonded (copper-clad) steel.
  3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.
  4. Manufacturers:
    - a. Erico International Corporation: [www.erico.com](http://www.erico.com).
    - b. Galvan Industries, Inc: [www.galvanelectrical.com](http://www.galvanelectrical.com).
    - c. Harger Lightning & Grounding: [www.harger.com](http://www.harger.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.03 MANUFACTURERS

- A. Cooper Power Systems: [www.cooperpower.com](http://www.cooperpower.com).
- B. Framatome Connectors International: [www.fciconnect.com](http://www.fciconnect.com).
- C. Lightning Master Corporation: [www.lightningmaster.com](http://www.lightningmaster.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.04 CONNECTORS AND ACCESSORIES

- A. Mechanical Connectors: Bronze.

1. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wire: Stranded copper.
- C. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as shown on the drawings.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify existing conditions prior to beginning work.
- E. Verify that final backfill and compaction has been completed before driving rod electrodes.

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
- D. Make grounding and bonding connections using specified connectors.
  1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- E. Identify grounding and bonding system components in accordance with Section 26 05 53.
- F. Provide bonding to meet requirements described in Quality Assurance.
- G. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing. Each of branch circuits and feeder circuits shall have dedicated equipment grounding conductor, sharing this conductor with other grounding conductors is not permitted.

#### **3.03 FIELD QUALITY CONTROL**

- A. Perform inspection in accordance with Section 01 40 00.
- B. Inspect and test in accordance with NETA ATS except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

- F. Submit detailed reports indicating inspection and testing results and corrective actions taken.

**END OF SECTION**

NOT FOR BIDDING

**SECTION 26 05 29**

**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

**1.02 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.
- D. MFMA-4 - Metal Framing Standards Publication; Metal Framing Manufacturers Association.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog data for fastening systems.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

**1.04 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

**PART 2 PRODUCTS**

**2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 1.5. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 1. Comply with MFMA-4.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

## **2.02 MANUFACTURERS**

- A. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- B. Threaded Rod Company: [www.threadedrod.com](http://www.threadedrod.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.03 MATERIALS**

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized.
- C. Anchors and Fasteners:
  - 1. Do not use powder-actuated anchors.
  - 2. Obtain permission from Architect before using powder-actuated anchors.
  - 3. Concrete Structural Elements: Use precast inserts.
  - 4. Steel Structural Elements: Use beam clamps.
  - 5. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
  - 6. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use hollow wall fasteners.
  - 7. Solid Masonry Walls: Use expansion anchors.
  - 8. Sheet Metal: Use sheet metal screws.
  - 9. Wood Elements: Use wood screws.
- D. Formed Steel Channel:
  - 1. Product: manufactured by [B-Line].
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

**END OF SECTION**

NOT FOR BIDDING

**NOT FOR BIDDING**



## SECTION 26 05 34

### CONDUIT

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Flexible metal conduit (FMC).
- C. Liquidtight flexible metal conduit (LFMC).
- D. Electrical metallic tubing (EMT).
- E. Rigid polyvinyl chloride (PVC) conduit.
- F. Conduit fittings.
- G. Accessories.
- H. Conduit, fittings and conduit bodies.

##### 1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete encasement of conduits.
- B. Section 07 84 00 - Firestopping.
- C. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): Metal clad cable (Type MC) and armored cable (Type AC), including uses permitted.
- D. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
  - 1. Includes additional requirements for fittings for grounding and bonding.
- E. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- F. Section 26 05 53 - Identification for Electrical Systems.
- G. Section 26 05 37 - Boxes.
- H. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- I. Section 26 21 00 - Low-Voltage Electrical Service Entrance: Additional requirements for electrical service conduits.
- J. Section 26 27 01 - Electrical Service Entrance: Additional requirements for electrical service conduits.
- K. Section 27 10 05 - Structured Cabling for Voice and Data - Inside-Plant: Additional requirements for communications systems conduits.

##### 1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT).
- C. ANSI C80.5 - American National Standard for Electrical Rigid Aluminum Conduit (ERAC).
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); National Electrical Contractors Association.
- F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); National Electrical Contractors Association.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association (ANSI/NEMA FB 1).

- H. UL 1 - Flexible Metal Conduit.
- I. UL 6 - Electrical Rigid Metal Conduit-Steel.
- J. UL 360 - Liquid-Tight Flexible Steel Conduit.
- K. UL 514B - Conduit, Tubing, and Cable Fittings.
- L. UL 651 - Schedule 40 and 80 Rigid PVC Conduit and Fittings.
- M. UL 797 - Electrical Metallic Tubing-Steel.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
  - 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- C. Shop Drawings:
  - 1. Include proposed locations of roof penetrations and proposed methods for sealing.
- D. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.
- E. Product Data: Provide for metallic conduit and flexible metal conduit.
- F. Samples of Materials Actually Delivered to Site:
  - 1. Two pieces each of conduit, 2 feet long.
- G. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.
- B. Accept conduit on site. Inspect for damage.

- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

## **PART 2 PRODUCTS**

### **2.01 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
  - 1. Under Slab on Grade: Use rigid PVC conduit.
  - 2. Exterior, Direct-Buried: Use rigid PVC conduit.
  - 3. Exterior, Embedded Within Concrete: Use rigid PVC conduit.
  - 4. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.
  - 5. Where rigid polyvinyl (PVC) conduit larger than 2 inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit elbows for bends.
  - 6. Where steel conduit is installed in direct contact with earth where soil has a resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape to provide supplementary corrosion protection or use PVC-coated galvanized steel rigid metal conduit.
- D. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit.
- E. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).
- F. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).
- G. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
- H. Interior Mechanical room or boiler room: Use galvanized steel rigid metal conduit.
- I. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
  - 1. Locations subject to physical damage include, but are not limited to:
    - a. Where exposed below 10 feet, except within electrical and communication rooms or closets.
    - b. Where exposed below 20 feet in warehouse areas.
- J. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- K. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.

### **2.02 CONDUIT REQUIREMENTS**

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Electrical Service Conduits: Also comply with Section 26 27 01.
- C. Communications Systems Conduits: Also comply with Section 27 10 05.
- D. Fittings for Grounding and Bonding: Also comply with Section 26 05 26.
- E. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

- F. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
- G. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
  - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
  - 3. Control Circuits: 1/2 inch (16 mm) trade size.
- H. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

### **2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  - 2. Republic Conduit: [www.republic-conduit.com](http://www.republic-conduit.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

### **2.04 METAL CONDUIT**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedtube.com](http://www.alliedtube.com).
  - 2. Beck Manufacturing, Inc: [www.beckmfg.com](http://www.beckmfg.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

### **2.05 FLEXIBLE METAL CONDUIT (FMC)**

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  - 2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
  - 3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).

- b. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - c. Substitutions: See Section 01 60 00 - Product Requirements.
- 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
- 3. Material: Use steel or malleable iron.
- D. Description: Interlocked steel construction.
- E. Fittings: NEMA FB 1.

## **2.06 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc; Model \_\_\_\_\_: [www.afcweb.com](http://www.afcweb.com).
  - 2. Electri-Flex Company; Model \_\_\_\_\_: [www.electriflex.com](http://www.electriflex.com).
  - 3. International Metal Hose; Model \_\_\_\_\_: [www.metalhose.com](http://www.metalhose.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.

## **2.07 ELECTRICAL METALLIC TUBING (EMT)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  - 2. Republic Conduit: [www.republic-conduit.com](http://www.republic-conduit.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Connectors and Couplings: Use compression (gland) or set-screw type.
    - a. Do not use indenter type connectors and couplings.

## **2.08 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT**

- A. Manufacturers:
  - 1. Cantex Inc: [www.cantexinc.com](http://www.cantexinc.com).

2. Carlon, a brand of Thomas & Betts Corporation: [www.carlon.com](http://www.carlon.com).
  3. JM Eagle: [www.jmeagle.com](http://www.jmeagle.com).
  4. \_\_\_\_\_.
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- C. Fittings:
1. Manufacturer: Same as manufacturer of conduit to be connected.
  2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

## **2.09 ACCESSORIES**

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.
- C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify routing and termination locations of conduit prior to rough-in.
- E. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- E. Conduit Support:
1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
  2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- F. Connections and Terminations:
1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  3. Use suitable adapters where required to transition from one type of conduit to another.
  4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.

5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- G. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  2. Make penetrations perpendicular to surfaces unless otherwise indicated.
  3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  4. Conceal bends for conduit risers emerging above ground.
  5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
  6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
  8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- H. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  2. Where conduits are subject to earth movement by settlement or frost.
- I. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
  2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- J. Provide grounding and bonding in accordance with Section 26 05 26.

### **3.03 INTERFACE WITH OTHER PRODUCTS**

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- B. Route conduit through roof openings for piping and ductwork wherever possible. Where separate roofing penetration is required, coordinate location and installation method with roofing installation specified in Section roofing section.

**END OF SECTION**

**NOT FOR BIDDING**



## **SECTION 26 05 37**

### **BOXES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Wall and ceiling outlet boxes.
- D. Floor boxes.
- E. Pull and junction boxes.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 27 26 - Wiring Devices:
  - 1. Wall plates.
- E. Section 26 27 16 - Electrical Cabinets and Enclosures.
- F. Section 26 27 26 - Wiring Devices: Wall plates in finished areas, floor box service fittings, fire-rated poke-through fittings, and access floor boxes.

##### **1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; National Electrical Contractors Association.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association (ANSI/NEMA FB 1).
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association (ANSI/NEMA OS 1).
- E. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports; National Electrical Manufacturers Association (ANSI/NEMA OS 2).
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
- G. NFPA 70 - National Electrical Code; National Fire Protection Association.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- J. UL 508A - Industrial Control Panels.
- K. UL 514A - Metallic Outlet Boxes.

##### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

### **PART 2 PRODUCTS**

#### **2.01 BOXES**

- A. General Requirements:
  1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  3. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
  1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
  2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  3. Use suitable concrete type boxes where flush-mounted in concrete.
  4. Use suitable masonry type boxes where flush-mounted in masonry walls.
  5. Use raised covers suitable for the type of wall construction and device configuration where required.
  6. Use shallow boxes where required by the type of wall construction.
  7. Do not use "through-wall" boxes designed for access from both sides of wall.
  8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
12. Wall Plates: Comply with Section 26 27 26.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
  1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  2. NEMA 250 Environment Type, Unless Otherwise Indicated:
  3. Junction and Pull Boxes Larger Than 100 cubic inches:
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

## **2.02 MANUFACTURERS**

- A. Appleton Electric: [www.appletonelec.com](http://www.appletonelec.com).
- B. Steel City
- C. Substitutions: Reco, Inc. See Section 01 60 00 - Product Requirements.

## **2.03 OUTLET BOXES**

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
  1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
  2. Concrete Ceiling Boxes: Concrete type.
- B. Nonmetallic Outlet Boxes: NEMA OS 2.
- C. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.
- D. Wall Plates for Finished Areas: As specified in Section 26 27 26.

## **2.04 FLOOR BOXES**

- A. Floor Boxes: NEMA OS 1, fully adjustable, \_4 inches deep.
- B. Material: Cast metal.
- C. Shape: Rectangular.
- D. Service Fittings: As specified in Section 26 27 26.

## **2.05 PULL AND JUNCTION BOXES**

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 27 16.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
  1. Material: Galvanized cast iron; Cast Aluminum.
  2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- D. In-Ground Cast Metal Box: NEMA 250, Type 6, outside flanged, recessed cover box for flush mounting:
  1. Material: Galvanized cast iron; Cast Aluminum.
  2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
  3. Cover Legend: "ELECTRIC".

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

#### **3.02**

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

### **3.03 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
  - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- E. Install boxes plumb and level.
- F. Flush-Mounted Boxes:
  - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
  - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- G. Install boxes as required to preserve insulation integrity.
- H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- J. Close unused box openings.
- K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- L. Provide grounding and bonding in accordance with Section 26 05 26.
- M. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- N. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- O. Coordinate installation of outlet boxes for equipment connected under Section 26 27 17.

- P. Set wall mounted boxes at elevations to accommodate mounting heights indicated.
- Q. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
  - 1. Adjust box locations up to 10 feet if required to accommodate intended purpose.
- R. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.
- S. Maintain headroom and present neat mechanical appearance.
- T. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- U. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
- V. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- W. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- X. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
- Y. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- Z. Use flush mounting outlet box in finished areas.
- AA. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- AB. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic rated walls.
- AC. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- AD. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- AE. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- AF. Use adjustable steel channel fasteners for hung ceiling outlet box.
- AG. Do not fasten boxes to ceiling support wires.
- AH. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- AI. Use gang box where more than one device is mounted together. Do not use sectional box.
- AJ. Use gang box with plaster ring for single device outlets.
- AK. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- AL. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.
- AM. Set floor boxes level.
- AN. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

### **3.04 ADJUSTING**

- A. Adjust floor boxes flush with finish flooring material.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. Install knockout closures in unused box openings.

### **3.05 CLEANING**

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

**3.06 PROTECTION**

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

**END OF SECTION**

NOT FOR BIDDING

**SECTION 26 05 53**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Warning signs and labels.
- F. Field-painted identification of conduit.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 90 00 - PAINTING AND COATING.
- B. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

**1.03 REFERENCE STANDARDS**

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association.
- D. UL 969 - Marking and Labeling Systems.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide catalog data for nameplates, labels, and markers.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**1.06 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements for additional requirements.

**PART 2 PRODUCTS**

**2.01 IDENTIFICATION REQUIREMENTS**

- A. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
- B. Identification for Conductors and Cables:
  - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
  - 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

**2.02 MANUFACTURERS**

- A. Brady Corporation: [www.bradycorp.com](http://www.bradycorp.com).

- B. Seton Identification Products: [www.seton.com/aec](http://www.seton.com/aec).
- C. HellermannTyton: [www.hellermanntyton.com](http://www.hellermanntyton.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.03 IDENTIFICATION NAMEPLATES AND LABELS**

- A. Identification Nameplates:
  - 1. Materials:
  - 2. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
  - 1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
  - 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Nameplates: Engraved three-layer laminated plastic, black letters on white background.
- D. Locations:
  - 1. Each electrical distribution and control equipment enclosure.
  - 2. Communication cabinets.
  - 3. Disconnect switches, and starters.
- E. Letter Size:
  - 1. Use 1/8 inch letters for identifying individual equipment and loads.
  - 2. Use 1/4 inch letters for identifying grouped equipment and loads.

## **2.04 WIRE AND CABLE MARKERS**

- A. Manufacturers:
  - 1. Panduit Corp.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- F. Minimum Text Height: 1/8 inch.
- G. Color: Black text on white background unless otherwise indicated.
- H. Description: split sleeve type wire markers.
- I. Locations: Each conductor at panelboard gutters, pull boxes, outlet boxes, and junction boxes each load connection.
- J. Legend:
  - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
  - 2. Control Circuits: Control wire number indicated on shop drawings.

## **2.05 VOLTAGE MARKERS**

- A. Manufacturers: Panduit Corp.
  - 1. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Minimum Size:



1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
  2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
  3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
  4. Markers for Junction Boxes: 1/2 by 2 1/4 inches.
- C. Legend:
1. Markers for Voltage Identification: Highest voltage present.
  2. Markers for System Identification:
    - a. Emergency Power System: Text "EMERGENCY".
    - b. Other Systems: Type of service.
- D. Color: Black text on orange background unless otherwise indicated.
- E. Location: Furnish markers for each conduit longer than 6 feet.
- F. Spacing: 20 feet on center.
- G. Color:
1. 480 Volt System: Brown.
  2. 208 Volt System: Yellow.
  3. Fire Alarm System: Red.
- H. Legend:
1. 480 Volt System: brown.
  2. 208 Volt System: yellow.
  3. Fire Alarm System: red.

## **2.06 WARNING SIGNS AND LABELS**

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
1. Materials:
  2. Minimum Size: 7 by 10 inches unless otherwise indicated.
- C. Warning Labels:
1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
  2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
  3. Minimum Size: 2 by 4 inches unless otherwise indicated.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.
- B. Degrease and clean surfaces to receive nameplates and labels.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
1. Surface-Mounted Equipment: Enclosure front.
  2. Flush-Mounted Equipment: Inside of equipment door.
  3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  4. Elevated Equipment: Legible from the floor or working platform.
  5. Interior Components: Legible from the point of access.

- 6. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

**END OF SECTION**

NOT FOR BIDDING

**SECTION 26 27 26**  
**WIRING DEVICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wall switches.
- B. Wall dimmers.
- C. Receptacles.
- D. Wall plates.
- E. Floor box service fittings.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 35 - Surface Raceways: Surface raceway systems, including multioutlet assemblies.
- C. Section 26 05 37 - Boxes.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 09 23 - Lighting Control Devices: Devices for automatic control of lighting, including occupancy sensors, in-wall time switches, and in-wall interval timers.
- F. Section 26 27 17 - Equipment Wiring: Cords and plugs for equipment.

**1.03 REFERENCE STANDARDS**

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Federal Specification.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.
- E. NEMA WD 6 - Wiring Device -- Dimensional Specifications; National Electrical Manufacturers Association.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association.
- G. UL 20 - General-Use Snap Switches.
- H. UL 498 - Attachment Plugs and Receptacles.
- I. UL 514D - Cover Plates for Flush-Mounted Wiring Devices.
- J. UL 943 - Ground-Fault Circuit-Interrupters.
- K. UL 1472 - Solid-State Dimming Controls.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
  - 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
  - 3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.

4. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Products: Listed, classified, and labeled as suitable for the purpose intended.

#### **1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

#### **1.08 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Furnish two of each style, size, and finish wall plate.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Hubbell Incorporated; : [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
- B. Leviton Manufacturing Company, Inc; : [www.leviton.com](http://www.leviton.com).
- C. Lutron Electronics Company, Inc: [www.lutron.com](http://www.lutron.com).
- D. Pass & Seymour, a brand of Legrand North America, Inc; : [www.legrand.us](http://www.legrand.us)
- E. Cooper Wiring Devices: [www.cooperwiringdevices.com](http://www.cooperwiringdevices.com).
- F. Leviton Manufacturing, Inc: [www.leviton.com](http://www.leviton.com).
- G. Substitutions: See Section 01 60 00 - Product Requirements.
- H. Source Limitations: Where possible, for each type of wiring device furnish products produced by a single manufacturer and obtained from a single supplier.

#### **2.02 WIRING DEVICE APPLICATIONS**

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFI receptacles with specified weatherproof covers for all receptacles installed outdoors or in damp or wet locations.
- D. Provide GFI protection for all receptacles installed within 6 feet of sinks.
- E. Unless noted otherwise, do not use combination switch/receptacle devices.
- F. For flush floor service fittings, use carpet flanges for installations in carpeted floors.

### 2.03 ALL WIRING DEVICES

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- B. Finishes:

### 2.04 WALL SWITCHES

- A. Manufacturers:
  - 1. Hubbell Incorporated; : [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  - 2. Leviton Manufacturing Company, Inc; : [www.leviton.com](http://www.leviton.com).
  - 3. Pass & Seymour, a brand of Legrand North America, Inc; : [www.legrand.us](http://www.legrand.us)
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Wall Switches: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- C. Standard Wall Switches: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.
- D. Wall Switches: Heavy Duty, AC only general-use snap switch, complying with NEMA WD 6 and WD 1.
  - 1. Body and Handle: White plastic with toggle handle.
  - 2. Ratings:
    - a. Voltage: 120 - 277 volts, AC.
    - b. Current: 20 amperes.
  - 3. Ratings: Match branch circuit and load characteristics.
- E. Switch Types: Single pole, double pole, 3-way, and 4-way.

### 2.05 WALL DIMMERS

- A. Manufacturers:
  - 1. Leviton Manufacturing Company, Inc; \_\_\_\_\_: [www.leviton.com](http://www.leviton.com).
  - 2. Lutron Electronics Company, Inc; Maestro Series: [www.lutron.com](http://www.lutron.com).
  - 3. Pass & Seymour, a brand of Legrand North America, Inc; \_\_\_\_\_: [www.legrand.us](http://www.legrand.us)
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Wall Dimmers: Solid-state with continuous full-range even control following square law dimming curve, integral radio frequency interference filtering, power failure preset memory, air gap switch accessible without removing wall plate, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 1472; types and ratings suitable for load controlled as indicated on the drawings.
- C. Control: Slide control type with separate on/off switch.

### 2.06 RECEPTACLES

- A. Manufacturers:
  - 1. Hubbell Incorporated; : [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  - 2. Leviton Manufacturing Company, Inc; : [www.leviton.com](http://www.leviton.com).
  - 3. Pass & Seymour, a brand of Legrand North America, Inc; : [www.legrand.us](http://www.legrand.us)
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Receptacles: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.

1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
2. NEMA configurations specified are according to NEMA WD 6.
- C. GFI Receptacles:
  1. All GFI Receptacles: Provide with feed-through protection, light to indicate ground fault tripped condition and loss of protection, and list as complying with UL 943, class A.
- D. Receptacles: Heavy duty, complying with NEMA WD 6 and WD 1.
  1. Device Body: Black plastic.
  2. Configuration: NEMA WD 6, type as specified and indicated.
- E. Convenience Receptacles: Type 5 - 20.
- F. Single Convenience Receptacles.
- G. Duplex Convenience Receptacles.
- H. GFCI Receptacles: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

## **2.07 TELEPHONE JACKS**

- A. Product: AMP manufacturing
- B. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.08 WALL PLATES**

- A. Manufacturers:
  1. Hubbell Incorporated; : [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  2. Leviton Manufacturing Company, Inc; : [www.leviton.com](http://www.leviton.com).
  3. Pass & Seymour, a brand of Legrand North America, Inc; : [www.legrand.us](http://www.legrand.us)
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Wall Plates: Comply with UL 514D.
  1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  2. Size: Standard; .
  3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.
- D. Decorative Cover Plates: stainless steel.
- E. Jumbo Cover Plates: stainless steel.
- F. Weatherproof Cover Plates: Gasketed cast metal with hinged cover.

## **2.09 FLOOR BOX SERVICE FITTINGS**

- A. Manufacturers:
  1. Hubbell Incorporated; : [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  2. Thomas & Betts Corporation; : [www.tnb.com](http://www.tnb.com).
  3. Wiremold, a brand of Legrand North America, Inc; : [www.legrand.us](http://www.legrand.us)
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Service fittings compatible with floor boxes provided under Section 26 05 37 with all components, adapters, and trims required for complete installation.
- C. Flush Floor Service Fittings:
  1. Dual Service Flush Combination Outlets:
    - a. Cover: Rectangular.
    - b. Configuration:

- 1) Power: One standard convenience duplex receptacle(s) with duplex flap opening(s).
- 2) Communications: \_\_\_\_\_.
2. Accessories:
  - a. Carpet Flanges: Finish to match covers; configuration as required to accommodate specified covers.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that floor boxes are adjusted properly.
- F. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- G. Verify that openings in access floor are in proper locations.
- H. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

#### **3.03 INSTALLATION**

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1, including mounting heights specified in that standard unless otherwise indicated.
- C. Coordinate locations of outlet boxes provided under Section 26 05 37 as required for installation of wiring devices provided under this section.
- D. Install wiring devices in accordance with manufacturer's instructions.
- E. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- F. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- G. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- H. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- I. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
- J. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- K. Install wall switches with OFF position down.
- L. Do not share neutral conductor on branch circuits utilizing wall dimmers.

- M. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- N. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- O. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- P. Install receptacles with grounding pole on top.
- Q. Connect wiring device grounding terminal to outlet box with bonding jumper.
- R. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
- S. Connect wiring devices by wrapping conductor around screw terminal.
- T. Use jumbo size plates for outlets installed in masonry walls.
- U. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

### **3.04 INTERFACE WITH OTHER PRODUCTS**

- A. Coordinate locations of outlet boxes provided under Section 26 05 37 to obtain mounting heights.
- B. Install wall switch 48 inches above finished floor.
- C. Install convenience receptacle 18 inches above finished floor.
- D. Install convenience receptacle 6 inches above backsplash of counter.
- E. Install telephone jack 18 inches above finished floor.
- F. Install telephone jack for side-reach wall telephone to position top of telephone at 54 inches above finished floor.
- G. Install telephone jack for forward-reach wall telephone to position top of telephone at 48 inches above finished floor.
- H. Coordinate installation of access floor boxes with access floor system provided under Section 09 69 00.
- I. Coordinate the installation of wiring devices with underfloor duct service fittings provided under Section 26 05 40.

### **3.05 FIELD QUALITY CONTROL**

- A. Perform field inspection, testing, adjusting, and balancing in accordance with Section 01 40 00.
- B. Inspect each wiring device for damage and defects.
- C. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
- D. Operate each wall switch with circuit energized and verify proper operation.
- E. Verify that each receptacle device is energized.
- F. Test each receptacle to verify operation and proper polarity.
- G. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- H. Correct wiring deficiencies and replace damaged or defective wiring devices.
- I. Verify that each telephone jack is properly connected and circuit is operational.



**3.06 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

**3.07 CLEANING**

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

**END OF SECTION**

NOT FOR BIDDING

**NOT FOR BIDDING**

**SECTION 26 51 00**  
**INTERIOR LIGHTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Exit signs.
- D. Ballasts and drivers.
- E. Lamps.
- F. Luminaire accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 37 - Boxes.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- C. Section 26 09 23 - Lighting Control Devices: Automatic controls for lighting including occupancy sensors, outdoor motion sensors, time switches, outdoor photo controls, and daylighting controls.
- D. Section 26 27 26 - Wiring Devices: Manual wall switches and wall dimmers.
- E. Section 26 56 00 - Exterior Lighting.

**1.03 REFERENCE STANDARDS**

- A. ANSI C78.379 - American National Standard for Electric Lamps -- Reflector Lamps -- Classification of Beam Patterns.
- B. ANSI C82.1 - American National Standard for Lamp Ballast - Line Frequency Fluorescent Lamp Ballast.
- C. ANSI C82.4 - American National Standard for Ballasts for High-Intensity-Discharge and Low Pressure Sodium Lamps (Multiple-Supply Type).
- D. ANSI C82.11 - American National Standard for Lamp Ballasts - High Frequency Fluorescent Lamp Ballasts - Supplements.
- E. IEEE C62.41.2 - Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- G. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; National Electrical Contractors Association.
- H. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; National Electrical Contractors Association.
- I. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association.
- J. NFPA 70 - National Electrical Code; National Fire Protection Association.
- K. NFPA 101 - Life Safety Code; National Fire Protection Association.
- L. UL 924 - Emergency Lighting and Power Equipment.
- M. UL 935 - Fluorescent-Lamp Ballasts.

- N. UL 1598 - Luminaires.
- O. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
  - 2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
  - 3. Coordinate the placement of exit signs with furniture, equipment, signage or other potential obstructions to visibility installed under other sections or by others.
  - 4. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
  - 2. Provide photometric calculations where luminaires are proposed for substitution upon request.
- C. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- D. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
- E. Field Quality Control Reports.
- F. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- G. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Extra Lenses and Louvers: Two percent of total quantity installed for each type, but not less than one of each type.
  - 3. Extra Lamps: Ten percent of total quantity installed for each type, but not less than two of each type.
  - 4. Extra Ballasts: Two percent of total quantity installed for each type, but not less than one of each type.
- I. Project Record Documents: Record actual connections and locations of luminaires and any associated remote components.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

- B. Conform to requirements of NFPA 70 and NFPA 101.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

#### **1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

#### **1.08 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

#### **1.09 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide two year manufacturer warranty for all linear fluorescent ballasts.

#### **1.10 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Furnish two of each plastic lens type.
- C. Furnish one replacement lamps for each lamp type.
- D. Furnish two of each ballast type.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS - LUMINAIRES**

- A. Acuity Brands, Inc; : [www.acuitybrands.com](http://www.acuitybrands.com).
- B. Hubbell Lighting, Inc; : [www.hubbelllighting.com](http://www.hubbelllighting.com).
- C. Lightolier: [www.lightolier.com](http://www.lightolier.com).
- D. Lithonia Lighting: [www.lithonia.com](http://www.lithonia.com).
- E. Columbia Lighting.
- F. Substitutions: See Section 01 60 00 - Product Requirements, except where individual luminaire types are designated with substitutions not permitted.

#### **2.02 LUMINAIRES**

- A. Manufacturers:
  - 1. Acuity Brands, Inc; : [www.acuitybrands.com](http://www.acuitybrands.com).
  - 2. Cooper Lighting, a division of Cooper Industries; : [www.cooperindustries.com](http://www.cooperindustries.com).
  - 3. Hubbell Lighting, Inc; : [www.hubbelllighting.com](http://www.hubbelllighting.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Provide products that comply with requirements of NFPA 70.
- C. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- D. Provide products listed, classified, and labeled as suitable for the purpose intended.
- E. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

- F. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- G. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- H. LED Luminaires: Listed and labeled as complying with UL 8750.
- I. Track Lighting Systems: Provide track compatible with specified track heads, with all connectors, power feed fittings, dead ends, hangers and canopies as necessary to complete installation.
- J. Luminaires Mounted in Continuous Rows: Provide quantity of units required for length indicated, with all accessories required for joining and aligning.

### 2.03 EMERGENCY LIGHTING UNITS

- A. Manufacturers:
  - 1. Acuity Brands, Inc; : [www.acuitybrands.com](http://www.acuitybrands.com).
  - 2. Cooper Lighting, a division of Cooper Industries; : [www.cooperindustries.com](http://www.cooperindustries.com).
  - 3. Hubbell Lighting, Inc; : [www.hubbellighting.com](http://www.hubbellighting.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924. Emergency and Exit light combination unit with (2) unit mounted lamps and LED exit light with battery backup. This combination unit shall have spare capacity to power remote emergency lamp heads.
- C. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- D. Battery:
  - 1. Sealed maintenance-free nickel cadmium unless otherwise indicated.
  - 2.
  - 3. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- E. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- F. Provide low-voltage disconnect to prevent battery damage from deep discharge.
- G. Self-Diagnostics: Provide units that self-monitor functionality and automatically perform testing required by NFPA 101 where indicated; provide indicator light(s) to report test and diagnostic status.
- H. Accessories:
  - 1. Provide compatible accessory mounting brackets where indicated or required to complete installation.
  - 2. Provide compatible accessory high impact polycarbonate vandal shields where indicated.
  - 3. Provide compatible accessory wire guards where indicated.
  - 4. Where indicated, provide emergency remote heads that are compatible with the emergency lighting unit they are connected to and suitable for the installed location.

### 2.04 LUMINAIRES

- A. Furnish products as indicated in Schedule attached to this section.
- B. Substitutions: See Section 01 60 00 - Product Requirements.
  - 1. Input Voltage: 120 or 277 volts.

## 2.05 EXIT SIGNS

- A. Manufacturers - Powered and Self-Luminous Signs:
  - 1. Acuity Brands, Inc; : [www.acuitybrands.com](http://www.acuitybrands.com).
  - 2. Cooper Lighting, a division of Cooper Industries; : [www.cooperindustries.com](http://www.cooperindustries.com).
  - 3. Hubbell Lighting, Inc; : [www.hubbelllighting.com](http://www.hubbelllighting.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Exit Signs: Internally illuminated with LEDs unless otherwise indicated; complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
  - 1. Number of Faces: Single or double as indicated or as required for the installed location.
  - 2. Directional Arrows: As indicated or as required for the installed location.
- C. Self-Powered Exit Signs:
  - 1. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
  - 2. Battery: Sealed maintenance-free nickel cadmium unless otherwise indicated.
  - 3. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
  - 4. Provide low-voltage disconnect to prevent battery damage from deep discharge.
  - 5. Self-Diagnostics: Provide units that self-monitor functionality and automatically perform testing required by NFPA 101 where indicated; provide indicator light(s) to report test and diagnostic status.
- D. Accessories:
  - 1. Provide compatible accessory high impact polycarbonate vandal shields where indicated.
  - 2. Provide compatible accessory wire guards where indicated.
- E. Manufacturers: As indicated on lighting fixture schedule.
  - 1. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Exit Signs: Exit sign fixture .
  - 1. Housing: Plastic.
  - 2. Face: Translucent glass face with red letters on white background.
  - 3. Face: Aluminum stencil face with red letters.
  - 4. Directional Arrows: Universal type for field adjustment.
  - 5. Mounting: Universal, for field selection.
  - 6. Battery: 12 volt, nickel-cadmium type, with 1.5 hour capacity.
  - 7. Battery Charger: Dual-rate type, with sufficient capacity to recharge discharged battery to full charge within twelve hours.
  - 8. Lamps: Manufacturer's standard.
  - 9. Input Voltage: 120/277 volts.

## 2.06 BALLASTS AND DRIVERS

- A. Manufacturers:
  - 1. General Electric Company/GE Lighting; : [www.gelighting.com](http://www.gelighting.com).
  - 2. Osram Sylvania; : [www.sylvania.com](http://www.sylvania.com).
  - 3. Philips Lighting Electronics/Advance; : [www.advance.philips.com](http://www.advance.philips.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
  - 5. Manufacturer Limitations: Where possible, for each type of luminaire provide ballasts produced by a single manufacturer.
- B. All Ballasts:
  - 1. Provide ballasts containing no polychlorinated biphenyls (PCBs).

2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.
- C. Fluorescent Ballasts:
  1. All Fluorescent Ballasts: Unless otherwise indicated, provide high frequency electronic ballasts complying with ANSI C82.11 and listed and labeled as complying with UL 935.
    - a. Input Voltage: Suitable for operation at voltage of connected source, with variation tolerance of plus or minus 10 percent.
    - b. Total Harmonic Distortion: Not greater than 10 percent.
    - c. Power Factor: Not less than 0.95.
    - d. Thermal Protection: Listed and labeled as UL Class P, with automatic reset for integral thermal protectors.
    - e. Sound Rating: Class A, suitable for average ambient noise level of 20 to 24 decibels.
    - f. Lamp Compatibility: Specifically designed for use with the specified lamp, with no visible flicker.
    - g. Lamp Operating Frequency: Greater than 20 kHz, except as specified below.
      - 1) Do not operate lamp(s) within the frequencies from 30 kHz through 40 kHz in order to avoid interference with infrared devices.
    - h. Lamp Current Crest Factor: Not greater than 1.7.
    - i. Provide automatic restart capability to restart replaced lamp(s) without requiring resetting of power.
    - j. Provide end of lamp life automatic shut down circuitry for T5 and smaller diameter lamp ballasts.
    - k. Surge Tolerance: Capable of withstanding characteristic surges according to IEEE C62.41.2, location category A.
    - l. Electromagnetic Interference/Radio Frequency Interference (EMI/RFI) Limits: Comply with FCC requirements of CFR, Title 47, Part 18, for Class A, non-consumer application.
    - m. Provide high efficiency T8 lamp ballasts certified as NEMA premium where indicated.
    - n. Ballast Marking: Include wiring diagrams with lamp connections.
  2. Non-Dimming Fluorescent Ballasts:
    - a. Lamp Starting Method:
      - 1) T8 Lamp Ballasts: Programmed start unless otherwise indicated.
      - 2) T5 Lamp Ballasts: Programmed start unless otherwise indicated.
      - 3) Compact Fluorescent Lamp Ballasts: Programmed start unless otherwise indicated.
    - b. Lamp Starting Temperature: Capable of starting standard lamp(s) at a minimum of 0 degrees F, and energy saving lamp(s) at a minimum of 60 degrees F unless otherwise indicated.

## 2.07 LAMPS

- A. Manufacturers:
  1. General Electric Company/GE Lighting; : [www.gelighting.com](http://www.gelighting.com).
  2. Osram Sylvania; : [www.sylvania.com](http://www.sylvania.com).
  3. Philips Lighting Company; : [www.lighting.philips.com](http://www.lighting.philips.com).
  4. Philips Lighting Co of NA: [www.lighting.philips.com](http://www.lighting.philips.com).
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Lamps - General Requirements:
  1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
  2. Verify compatibility of specified lamps with luminaires to be installed. Where lamps are not specified, provide lamps per luminaire manufacturer's recommendations.



3. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.
4. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are determined by the Architect to be inconsistent in perceived color temperature.
- C. Compact Fluorescent Lamps: Wattage and bulb type as indicated, with base type as required for luminaire.
  1. Low Mercury Content: Provide lamps that pass the EPA Toxicity Characteristic Leaching Procedure (TCLP) test for characteristic hazardous waste.
  2. Correlated Color Temperature (CCT): 3,500 K unless otherwise indicated.
  3. Color Rendering Index (CRI): Not less than 80.
  4. Average Rated Life: Not less than 10,000 hours for an operating cycle of three hours per start.
- D. Linear Fluorescent Lamps: Wattage and bulb type as indicated, with base type as required for luminaire.
  1. Low Mercury Content: Provide lamps that pass the EPA Toxicity Characteristic Leaching Procedure (TCLP) test for characteristic hazardous waste.
  2. T8 Linear Fluorescent Lamps:
    - a. Correlated Color Temperature (CCT): 3,500 K unless otherwise indicated.
    - b. Color Rendering Index (CRI): Not less than 80.
    - c. Average Rated Life: Not less than 20,000 hours for an operating cycle of three hours per start.
  3. T5 Linear Fluorescent Lamps:
    - a. Correlated Color Temperature (CCT): 3,500 K unless otherwise indicated.
    - b. Color Rendering Index (CRI): Not less than 80.
    - c. Average Rated Life: Not less than 20,000 hours for an operating cycle of three hours per start.
- E. Lamp Types: As specified for each luminaire.
- F. Fluorescent Lamps:
  1. Product: Phillips Lighting - Type T5 or T8.
  2. Substitutions: See Section 01 60 00 - Product Requirements.
- G. High Intensity Discharge (HID) Lamps:
  1. Product: Match Lighting Fixture Type
  2. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.08 ACCESSORIES**

- A. Stems for Suspended Luminaires: Steel tubing, minimum 1/2" size, factory finished to match luminaire or field-painted as directed.
- B. Threaded Rods for Suspended Luminaires: Zinc-plated steel, minimum 1/4" size, field-painted as directed.
- C. Provide accessory plaster frames for luminaires recessed in plaster ceilings.
- D. Tube Guards for Linear Fluorescent Lamps: Provide clear virgin polycarbonate sleeves with endcaps where indicated.
- E. Product: As indicated in lighting fixture schedule.
  1. Substitutions: See Section 01 60 00 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.

- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### 3.03 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 05 37 as required for installation of luminaires provided under this section.
- B. Install products according to manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 1 (general workmanship), NECA 500 (commercial lighting), and NECA 502 (industrial lighting).
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Suspended Ceiling Mounted Luminaires:
  - 1. Do not use ceiling tiles to bear weight of luminaires.
  - 2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.
  - 3. Secure pendant-mounted luminaires to building structure.
  - 4. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
  - 5. In addition to ceiling support wires, provide two galvanized steel safety wire(s), minimum 12 gage, connected from opposing corners of each recessed luminaire to building structure.
  - 6. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.
- F. Recessed Luminaires:
  - 1. Install trims tight to mounting surface with no visible light leakage.
  - 2. Non-IC Rated Luminaires: Maintain required separation from insulation and combustible materials according to listing.
  - 3. Luminaires Recessed in Fire-Rated Ceilings: Install using accessories and firestopping materials to meet regulatory requirements for fire rating.
- G. Suspended Luminaires:
  - 1. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.
  - 2. Install canopies tight to mounting surface.
- H. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.
- I. Install fixtures securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting).
- J. Install suspended luminaires and exit signs using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
- K. Support luminaires independent of ceiling framing.
- L. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.

- M. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
- N. Exposed Grid Ceilings: Support surface mounted luminaires in grid ceiling directly from building structure.
- O. Exposed Grid Ceilings: Provide auxiliary members spanning ceiling grid members to support surface mounted luminaires.
- P. Exposed Grid Ceilings: Fasten surface mounted luminaires to ceiling grid members using bolts, screws, rivets, or suitable clips.
- Q. Install recessed luminaires to permit removal from below.
- R. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating.
- S. Install clips to secure recessed grid-supported luminaires in place.
- T. Install wall mounted luminaires, emergency lighting units, and exit signs at height as scheduled.
- U. Install accessories furnished with each luminaire.
- V. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- W. Bond products and metal accessories to branch circuit equipment grounding conductor.
- X. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.
- Y. Air Handling Luminaires: Interface with air handling accessories furnished and installed under Section 23 36 00.
- Z. Emergency Lighting Units:
  - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
- AA. Exit Signs:
  - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
- AB. Install lamps in each luminaire.
- AC. Lamp Burn-In: Operate lamps at full output for prescribed period per manufacturer's recommendations prior to use with any dimming controls. Replace lamps that fail prematurely due to improper lamp burn-in.

### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Perform field inspection, testing, and adjusting in accordance with Section 01 40 00.
- D. Operate each luminaire after installation and connection to verify proper operation.
- E. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.
- F. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

### **3.05 ADJUSTING**

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.

- B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Architect or authority having jurisdiction.
- C. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Architect or authority having jurisdiction.
- D. Aim and adjust luminaires as indicated.
- E. Position exit sign directional arrows as indicated.

**3.06 CLEANING**

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.
- B. Clean electrical parts to remove conductive and deleterious materials.
- C. Remove dirt and debris from enclosures.
- D. Clean photometric control surfaces as recommended by manufacturer.
- E. Clean finishes and touch up damage.

**3.07 CLOSEOUT ACTIVITIES**

- A. Just prior to Substantial Completion, replace all lamps that have failed.

**3.08 PROTECTION**

- A. Protect installed luminaires from subsequent construction operations.

**3.09 PROTECTION**

- A. Relamp luminaires that have failed lamps at Substantial Completion.

**3.10 SCHEDULE - ATTACHED**

**END OF SECTION**