

SPECIFICATIONS FOR

**BETHANY BEACH TRAINING SITE  
BUILDING 151 RENOVATIONS  
BETHANY BEACH, DELAWARE  
DEARNG #2019-02**

Prepared for

**Delaware Army National Guard**  
Armed Forces Reserve Center  
DEARNG/FMD  
1 Vavala Way  
New Castle, Delaware 19720

Prepared by

Davis, Bowen & Friedel, Inc.  
Architects, Engineers and Surveyors  
1 Park Avenue  
Milford, Delaware 19963

Summer Consultants, Inc.  
131 Continental Drive  
Suite 302  
Newark, Delaware 19713

## TABLE OF CONTENTS

- A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.
- B. DOCUMENTS BOUND HEREWITH

### **DIVISION 00**                    **BIDDING AND CONTRACT REQUIREMENTS**

#### ***Section***

#### **INTRODUCTORY INFORMATION**

00 01 01	Project Title Page
00 01 10	Table of Contents
00 01 15	List of Drawing Sheets

#### **PROCUREMENT REQUIREMENTS**

00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders
00 41 13	Bid Form
---	Bid Form – Affidavit of Contractor Qualifications
---	Bid Form – Non-Collusion Statement
---	Bid Form – Affidavit of Employee Drug Testing Program
00 43 13	Bid Bond

#### **CONTRACTING REQUIREMENTS**

00 52 13	Standard Form of Agreement Between Owner and Contractor (Sample AIA A101-2017)
---	Document A101-2017, Exhibit A, Insurance and Bonds (Sample)
00 54 13	Supplement to Agreement Between Owner and Contractor (AIA A101-2017)
00 54 14	Supplement to A101-2017, Exhibit A, Insurance and Bonds
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 62 76	Application and Certificate for Payment Forms (Sample AIA G702 & G703)
00 72 13	General Conditions of the Contract for Construction (Sample AIA A201 - 2017)
00 73 13	Supplementary General Conditions
00 73 43	Wage Rate Requirements
00 73 46	Wage Determination Schedule
00 81 13	General Requirements
00 81 14	Employee Drug Testing Report Forms (Sample Drug Testing Forms)
00 81 15	Affidavit of Craft Training Compliance

### **DIVISION 01**                    **GENERAL REQUIREMENTS**

#### ***Section***

01 11 00	Summary of Work
01 21 00	Allowances
01 21 16	Allowance Access Authorization Form
01 31 19	Project Meetings

01 33 23	Shop Drawings, Product Data and Samples
01 50 00	Temporary Facilities and Controls
01 66 00	Storage and Protection
01 77 00	Closeout Procedures
01 78 39	Project Record Documents

**DIVISION 02**

**EXISTING CONDITIONS**

*Section*

02 41 00	Demolition
02 45 00	Cutting and Patching

**DIVISION 03**

**CONCRETE**

*Section*

03 30 00	Cast-in-Place Concrete
----------	------------------------

**DIVISION 04**

**Not Used**

**DIVISION 05**

**METALS**

*Section*

05 12 00	Structural Steel Framing
05 40 00	Cold-Formed Metal Framing

**DIVISION 06**

**WOOD, PLASTICS, AND COMPOSITS**

*Section*

06 10 00	Rough Carpentry
06 16 00	Sheathing

**DIVISION 07**

**THERMAL AND MOISTURE PROTECTION**

*Section*

07 21 00	Thermal Insulation
07 24 00	Exterior Insulation and Finish Systems
07 92 00	Joint Sealants

**DIVISION 08**

**OPENINGS**

*Section*

08 12 13	Hollow Metal Frames
08 14 16	Flush Wood Doors
08 71 00	Door Hardware

**DIVISION 09**

**FINISHES**

*Section*

09 21 16	Gypsum Board Assemblies
09 30 13	Ceramic Tile
09 30 50	Tile Setting Materials and Accessories
09 51 23	Acoustical Tile Ceilings
09 65 00	Resilient Flooring
09 68 13	Tile Carpeting
09 21 23	Interior Painting

**DIVISION 10**

**SPECIALTIES**

***Section***

10 14 00	Signage
10 21 13.17	Phenolic Toilet Compartments
10 28 00	Toilet, Bath and Laundry Accessories

**DIVISIONS 12 - 21**

**Not Used**

**DIVISION 22**

**PLUMBING**

***Section***

22 05 17	Sleeves and Sleeve Seals for Plumbing Piping
22 05 18	Escutcheons for Plumbing Piping
22 05 19	Meters and Gages for Plumbing Piping
22 05 23.12	Ball Valves for Plumbing Piping
22 05 23.14	Check Valves for Plumbing Piping
22 05 23.15	Gate Valves for Plumbing Piping
22 05 29	Hangers and Supports for Plumbing Piping and Equipment
22 05 53	Identification for Plumbing Piping and Equipment
22 07 19	Plumbing Piping Insulation
22 11 16	Domestic Water Piping
22 11 19	Domestic Water Piping Specialties
22 13 16	Sanitary Waste and Vent Piping
22 13 19.13	Sanitary Drains
22 42 13.13	Commercial Water Closets
22 42 13.16	Commercial Urinals
22 42 16.13	Commercial Lavatories

**DIVISION 23**

**HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)**

***Section***

23 05 13	Common Motor Requirements for HVAC Equipment
23 05 48.13	Vibration Controls for HVAC
23 05 53	Identification for HVAC Piping and Equipment
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 13	Duct Insulation
23 31 13	Metal Ducts
23 33 00	Air Duct Accessories

**DIVISION 26**

**ELECTRICAL**

***Section***

26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 29	Hangers and Supports for Electrical Systems
26 05 33.13	Conduits for Electrical Systems
26 05 33.16	Boxes and Covers for Electrical Systems
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling
26 05 53	Identification for Electrical Systems
26 24 16	Panelboards
26 27 26	Wiring Devices
26 43 13	Surge Protective Devices for Low-Voltage Electrical Power Conduits

26 51 19            LED Interior Lighting  
26 52 13            Emergency and Exit Lighting

**APPENDIX**

---            Article VIII – Applicable Laws and Regulations  
---            TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free  
                Workplace Policy  
---            DEARNG Security Requirements & Procedures

END OF TABLE OF CONTENTS

**SECTION 00 01 15**

**LIST OF DRAWING SHEETS**

GENERAL

G-101 COVER SHEET  
G-102 SYMBOLS & ABBREVIATIONS

ARCHITECTURAL

AD101 FIRST FLOOR PLAN - DEMOLITION  
A-101 FIRST FLOOR PLAN - NEW WORK  
A-401 TOILET ACCESSORY PLAN AND SCHEDULE AND INTERIOR ELEVATIONS  
A-501 WALL TYPES & DETAILS  
A-601 SCHEDULES

PLUMBING

P-001 SYMBOLS AND ABBREVIATIONS  
PD101 FIRST FLOOR PLAN - DEMOLITION  
P-101 FIRST FLOOR PLAN

MECHANICAL

M-001 SYMBOLS, ABBREVIATIONS & SCHEDULES  
MD101 FIRST FLOOR PLAN - DEMOLITION  
M-101 FIRST FLOOR PLAN

ELECTRICAL

E-001 SYMBOLS AND ABBREVIATIONS  
ED101 FIRST FLOOR PLAN - LIGHTING - DEMO  
ED102 FIRST FLOOR PLAN - POWER - DEMO  
E-101 FIRST FLOOR PLAN - LIGHTING  
E-102 FIRST FLOOR PLAN - POWER  
E-501 DETAILS  
E-601 SCHEDULES  
E-602 SCHEDULES

END OF SECTION

This page intentionally left blank.

**SECTION 00 11 13**

**ADVERTISEMENT FOR BIDS**

Sealed bids for **DEARNG Contract No. ARNG2023-16 – Bethany Beach Training Site Building 151 Renovations**, will be received by the Delaware Army National Guard in the main lobby of the Biden National Guard/Reserve Center, 1 Vavala Way, New Castle, Delaware 19720 until 2:00 p.m. local time on April 2, 2025, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

The work to be accomplished in accord with this contract includes, but is not limited to, demolishing the existing toilet/shower room, storage spaces, elevated platform, overhead doors and finishes throughout. Three new toilet rooms will be constructed, a new platform and new finishes throughout.

A **MANDATORY** Pre-Bid Meeting will be held on March 17, 2025, at 1:00 p.m. at Bethany Beach Training Site, Building 151, Bethany Beach, Delaware 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 mailed and addressed to the Delaware Army National Guard, 1 Vavala Way, New Castle, Delaware 19720; **ATTN: Brittney M. Poore**. The outer envelope should clearly indicate: **“DEARNG CONTRACT NO. ARNG 2023-16 – BETHANY BEACH TRAINING SITE BUILDING 151 RENOVATIONS - SEALED BID - DO NOT OPEN.”**

Contract documents may be obtained at Davis, Bowen & Friedel, Inc., 1 Park Avenue, Milford, DE 19963, phone (302) 424-1441, upon receipt of \$25.00 per set, non-refundable. Checks are to be made payable to “Davis, Bowen & Friedel, Inc.”.

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 ADVERTISEMENT FOR BIDS**

This page intentionally left blank.

**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**TABLE OF ARTICLES**

1. GENERAL
2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ARTICLE 1: GENERAL**

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

- 1.11 **BIDDER OR VENDOR:** A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.
- 1.12 **SUB-BIDDER:** A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- 1.13 **BID:** A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 **BASE BID:** The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 **ALTERNATE BID (or ALTERNATE):** An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 **UNIT PRICE:** An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 **SURETY:** The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 **BIDDER'S DEPOSIT:** The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 **CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 **CONTRACTOR:** Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 **SUBCONTRACTOR:** An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 **CONTRACT BOND:** The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.23 **CUSTOM FABRICATION:** As defined in 29 Del. C. § 6902, the term “custom fabrication” means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-

conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

**ARTICLE 2: BIDDER'S REPRESENTATION**

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 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.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

**ARTICLE 3: BIDDING DOCUMENTS**

**3.1 COPIES OF BID DOCUMENTS**

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

**3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

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

### 3.3 SUBSTITUTIONS

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

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

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

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

### 3.4 ADDENDA

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

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

3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

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

## **ARTICLE 4: BIDDING PROCEDURES**

### 4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 **BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY.** If there is no change in the Base Bid for an Alternate, enter “No Change”. The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
- 4.2 **BID SECURITY**
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer’s check, cashier’s check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

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

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

#### 4.3 SUBCONTRACTOR LIST

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

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

#### 4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

#### 4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

4.5.1 In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project.

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

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

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

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

#### 4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C. § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any

contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.7.3 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

#### 4.8 SUBMISSION OF BIDS

4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.8.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

#### 4.9 MODIFICATION OR WITHDRAW OF BIDS

4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and

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

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

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

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

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

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

### **5.2 COMPARISON OF BIDS**

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

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

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

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

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

### **5.3 DISQUALIFICATION OF BIDDERS**

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

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

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

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

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

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

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

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

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

5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."

- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in effect for period of two (2) years after the date of the Certificate of Final Payment.
- 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 should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

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

- 6.1 **CONTRACTOR'S QUALIFICATION STATEMENT**
- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

- 6.2 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

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

7.1 BOND REQUIREMENTS

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

- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

**END OF SECTION**

BETHANY BEACH TRAINING SITE  
BUILDING 151 RENOVATIONS  
BETHANY BEACH, DELAWARE  
DEARNG #2019-02

**SECTION 00 41 13**

**BID FORM**

**For Bids Due:** \_\_\_\_\_

**To: Delaware Army National Guard**  
Armed Forces Reserve Center  
1 Vavala Way  
New Castle, Delaware 19720

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

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

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

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

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

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

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

**ALLOWANCES**

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

ALLOWANCE No. 1: Provide an allowance of \$15,000.00 for unforeseen building conditions (include in base bid).

\_\_\_\_\_ Acknowledged

BETHANY BEACH TRAINING SITE  
BUILDING 151 RENOVATIONS  
BETHANY BEACH, DELAWARE  
DEARNG #2019-02

**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 90 calendar days of the Notice to Proceed.

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

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

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

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

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

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

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

(SEAL)

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

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

**ATTACHMENTS**

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

BETHANY BEACH TRAINING SITE  
 BUILDING 151 RENOVATIONS  
 BETHANY BEACH, DELAWARE  
 DEARNG #2019-02

**BID FORM**

**SUBCONTRACTOR LIST**

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

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

BETHANY BEACH TRAINING SITE  
BUILDING 151 RENOVATIONS  
BETHANY BEACH, DELAWARE  
DEARNG #2019-02

4.	C.	_____	_____	_____
		_____	_____	_____
	A.	_____	_____	_____
	B.	_____	_____	_____
	C.	_____	_____	_____

BETHANY BEACH TRAINING SITE  
BUILDING 151 RENOVATIONS  
BETHANY BEACH, DELAWARE  
DEARNG #2019-02

**AFFIDAVIT  
OF  
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

My Commission expires \_\_\_\_\_.

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

This page intentionally left blank.

BETHANY BEACH TRAINING SITE  
BUILDING 151 RENOVATIONS  
BETHANY BEACH, DELAWARE  
DEARNG #2019-02

**BID FORM**  
**NON-COLLUSION**  
**SUSPENSION/DEBARMENT**  
**DISCLOSURE 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 State of Delaware, Delaware Army National Guard.

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, please explain (use separate page and include with Bid Form.)

All the terms and conditions of this project 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\_\_\_\_.

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

My Commission expires \_\_\_\_\_.

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

This page intentionally left blank.

BETHANY BEACH TRAINING SITE  
BUILDING 151 RENOVATIONS  
BETHANY BEACH, DELAWARE  
DEARNG #2019-02

**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

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

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

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

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

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

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

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

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

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

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

My Commission expires \_\_\_\_\_.

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

This page intentionally left blank.

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
of amount of bid on **DEARNG Contract No. 2019-02**, to be paid to the **State** for the use and benefit of  
Delaware Army National Guard 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 Delaware Army National Guard 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 Delaware Army National Guard this Contract to be entered into within twenty  
days after the date of official notice of the award thereof in accordance with the terms of said proposal, then  
this obligation shall be void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE  
Presence of

		_____
		Name of Bidder (Organization)
Corporate Seal	By:	_____
		Authorized Signature
Attest _____		_____
		Title
		_____
		Name of Surety
Witness: _____	By:	_____
		_____
		Title

This page intentionally left blank.

**SECTION 00 52 13**

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017**

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware’s General Requirements.

This page intentionally left blank.

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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

SAMPLE

Init.

AIA Document A101<sup>™</sup> – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:33:05 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(2034395503)

**TABLE OF ARTICLES**

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

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

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

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

*(Check one of the following boxes.)*

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

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

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

**§ 3.3 Substantial Completion**

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

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

Init.

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

[ ] By the following date:

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

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

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

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

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

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

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

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

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

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

#### § 4.4 Unit prices, if any:

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

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

#### § 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

#### § 4.6 Other:

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

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

## § 5.2 Final Payment

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

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

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

## § 5.3 Interest

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

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

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

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

Init.

**§ 6.2 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

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

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

**§ 8.2** The Owner’s representative:

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

**§ 8.3** The Contractor’s representative:

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

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

**§ 8.5 Insurance and Bonds**

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

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

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

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

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any:

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

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

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Init.

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

[ ] The Sustainability Plan:

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

[ ] Supplementary and other Conditions of the Contract:

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

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

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

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

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

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

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



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017 Exhibit A

## Insurance and Bonds

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

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

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

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

### TABLE OF ARTICLES

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

#### ARTICLE A.1 GENERAL

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

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

##### § A.2.1 General

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

##### § A.2.2 Liability Insurance

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

##### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance

#### ADDITIONS AND DELETIONS:

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

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

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

Init.

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

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

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

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

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

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

Coverage	Sub-Limit
----------	-----------

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

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

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

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

Init.

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

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

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

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

Init.

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

[ ] § A.2.5.2 Other Insurance  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

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

### § A.3.1 General

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

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

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

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

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

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

### § A.3.2.2 Commercial General Liability

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

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

Init.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

Init.

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

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

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

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

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

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

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*
  
- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
  
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
  
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
  
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
  
- § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

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

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
*(Specify type and penal sum of bonds.)*

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

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

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

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

SAMPLE



**SECTION 00 54 13**

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

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

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

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

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

**ARTICLE 5: PAYMENTS**

**5.1 PROGRESS PAYMENTS**

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

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

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

**ARTICLE 6: DISPUTE RESOLUTION**

**6.2 BINDING DISPUTE RESOLUTION**

Check the box "Other" – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 7: TERMINATION or SUSPENSION**

7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

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

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

**END OF SECTION**

This page intentionally left blank.

**SECTION 00 54 14**

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

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

**ARTICLE A.2 OWNER’S INSURANCE**

**A.2.1 General**

Delete paragraph A.2.1 in its entirety.

**A.2.2 Liability Insurance**

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

**A.2.3 Required Property Insurance**

Delete paragraph A.2.3 in its entirety.

**A.2.4 Optional Extended Property Insurance**

Delete paragraph A.2.4 in its entirety.

**A.2.5 Other Optional Insurance**

Delete paragraph A.2.5 in its entirety.

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

**A.3.1.1 Strike the last sentence of the paragraph.**

**A.3.1.3 Additional Insured Obligations**

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

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

Delete the second sentence in its entirety.

**A.3.2.2.1 Insert “\$1,000,000.00” in the blank for each occurrence.  
Insert “\$3,000,000.00” in the blank for general aggregate.**

Insert "\$3,000,000.00" in the blank for aggregate for products-completed operations hazard.

A.3.2.3 Insert "\$1,000,000.00" in the blank for per accident.

A.3.2.6 Insert "\$500,000.00" in the blank for each accident.  
Insert "\$500,000.00" in the blank for each employee.  
Insert "\$500,000.00" in the blank for policy limit.

A.3.2.8 Insert "\$1,000,000.00" in the blank for per claim.  
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.9 Insert "\$1,000,000.00" in the blank for per claim.  
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.10 Insert "\$2,000,000.00" in the blank for per claim.  
Insert "\$4,000,000.00" in the blank for in the aggregate.

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

A.3.3.2.3 Insert "\$1,000,000.00" in the blanks for per claim.  
Insert "\$3,000,000.00" in the blanks for in the aggregate.

A.3.4 Insert the actual contract price in both the Payment Bond and the Performance Bond Penal Sum blanks. It must be 100% of the contract price.

Strike the last sentence in this section and replace with "Payment and Performance Bonds shall be in the standard form issued by the Delaware Office of Management and Budget."

END OF SECTION

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**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 Delaware Army National Guard (“**Owner**”), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. DEARNG 2019-02 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:

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**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 Delaware Army National Guard (“**Owner**”), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. DEARNG 2019-02 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:

**SECTION 00 62 76**

**APPLICATION AND CERTIFICATE FOR PAYMENT FORMS**

The Application and Certificate for Payment Forms (AIA G702 & G703) are part of this project manual as included herein.

This page intentionally left blank.

## Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001  
 PERIOD TO: OWNER: X  
 CONTRACTOR: FROM CONTRACTOR: VIA ARCHITECT: ARCHITECT: X  
 ARCHITECT: General Construction  
 CONTRACT DATE: CONTRACTOR: X  
 PROJECT NOS: / / FIELD:  
 OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 0.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 0.00
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
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order	\$	0.00

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

CONTRACTOR:

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

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

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

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

Notary Public:

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

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

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

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







**SECTION 00 72 13**

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

This page intentionally left blank.

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## General Conditions of the Contract for Construction

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

THE OWNER:  
(Name, legal status and address)

THE ARCHITECT:  
(Name, legal status and address)

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 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
- 15 CLAIMS AND DISPUTES

### ADDITIONS AND DELETIONS:

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

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

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

Init.

AIA Document A201<sup>™</sup> – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:34:20 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(1799450219)

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

## Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

## Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:34:20 ET on 11/19/2018 under Order No. 5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(1799450219)

## Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

### 7.2.1

## CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

### 15.1.1

Claims, Notice of  
1.6.2, 15.1.3

## CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims  
15.4.1

## Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

## Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

## Concealed or Unknown Conditions, Claims for 3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration  
15.4.1

## Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of

### 8.1.2

## Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## Consolidation or Joinder

### 15.4.4

## CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of  
7.3.1

## Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

## Contingent Assignment of Subcontracts

5.4, 14.2.2.2

## Continuing Contract Performance

### 15.1.4

Contract, Definition of

### 1.1.2

## CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to  
3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

### 1.1.1

## Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

### 9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

### 8.1.1

## CONTRACTOR

3

Contractor, Definition of

### 3.1, 6.1.2

## Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:34:20 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(1799450219)

Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3, 11.3, 14.1, 14.2.1.1

### **Contractor's Liability Insurance**

#### **11.1**

Contractor's Relationship with Separate Contractors  
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,  
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,  
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,  
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the  
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,  
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,  
15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**  
**1.2**

Cost, Definition of

**7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,  
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,  
12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

**3.14, 6.2.5**

Damage to Construction of Owner or Separate  
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,  
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work, Definition of**  
**8.1.2**

**Date of Substantial Completion, Definition of**  
**8.1.3**

**Day, Definition of**

**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,  
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,  
14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,  
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,  
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,**  
**10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5**

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings, Definition of**

**1.1.5**

Drawings and Specifications, Use and Ownership of  
3.11

Effective Date of Insurance

8.2.2

**Emergencies**

**10.4, 14.1.1.2, 15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,  
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,  
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

**Final Completion and Final Payment**

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**

**1**

**Governing Law**

**13.1**

Guarantees (See Warranty)

**Hazardous Materials and Substances**

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

**Indemnification**

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

**Information and Services Required of the Owner**

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

**Initial Decision**

**15.2**

**Initial Decision Maker, Definition of**

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**

**10.2.8**, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

**Instruments of Service, Definition of**

**1.1.7**

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

**Insurance, Contractor's Liability**

**11.1**

Insurance, Effective Date of

8.2.2, 14.4.2

**Insurance, Owner's Liability**

**11.2**

**Insurance, Property**

**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

**INSURANCE AND BONDS**

**11**

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

**Interest**

**13.5**

**Interpretation**

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

**Labor and Materials, Equipment**

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

**Materials, Hazardous**

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

**Mediation**

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

**Minor Changes in the Work**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:34:20 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(1799450219)

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

#### Mutual Responsibility

### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

#### Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

#### Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

#### Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Insurance

### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

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

2.5, 14.2.2

#### Owner's Right to Clean Up

### 6.3

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

### 6.1

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

### 2.4

#### Owner's Right to Suspend the Work

### 14.3

#### Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### Partial Occupancy or Use

9.6.6, 9.9

#### Patching, Cutting and

3.14, 6.2.5

#### Patents

### 3.17

#### Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

#### Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

#### Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

#### PCB

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

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

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

### 3.12.2

#### Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

#### Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

#### Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:34:20 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(1799450219)

**Project, Definition of**  
**1.1.4**  
 Project Representatives  
 4.2.10  
**Property Insurance**  
 10.2.5, 11.2  
**Proposal Requirements**  
 1.1.1  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**  
 Regulations and Laws  
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4  
 Rejection of Work  
 4.2.6, 12.2.1  
 Releases and Waivers of Liens  
 9.3.1, 9.10.2  
 Representations  
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
 Representatives  
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
 Responsibility for Those Performing the Work  
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
 Retainage  
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field**  
**Conditions by Contractor**  
**3.2, 3.12.7, 6.1.3**  
 Review of Contractor's Submittals by Owner and  
 Architect  
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
 Review of Shop Drawings, Product Data and Samples  
 by Contractor  
 3.12  
**Rights and Remedies**  
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
 12.2.4, 13.3, 14, 15.4  
**Royalties, Patents and Copyrights**  
**3.17**  
 Rules and Notices for Arbitration  
 15.4.1  
**Safety of Persons and Property**  
**10.2, 10.4**  
**Safety Precautions and Programs**  
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4  
**Samples, Definition of**  
**3.12.3**  
**Samples, Shop Drawings, Product Data and**  
**3.11, 3.12, 4.2.7**  
**Samples at the Site, Documents and**  
**3.11**  
**Schedule of Values**  
**9.2, 9.3.1**  
 Schedules, Construction  
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors  
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Separate Contractors, Definition of**  
**6.1.1**  
**Shop Drawings, Definition of**  
**3.12.1**  
**Shop Drawings, Product Data and Samples**  
 3.11, 3.12, 4.2.7  
**Site, Use of**  
**3.13, 6.1.1, 6.2.1**  
 Site Inspections  
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
 Site Visits, Architect's  
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
 Special Inspections and Testing  
 4.2.6, 12.2.1, 13.4  
**Specifications, Definition of**  
**1.1.6**  
**Specifications**  
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
 Statute of Limitations  
 15.1.2, 15.4.1.1  
 Stopping the Work  
 2.2.2, 2.4, 9.7, 10.3, 14.1  
 Stored Materials  
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
 Subcontractors, Work by  
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
 9.6.7  
**Subcontractual Relations**  
**5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1**  
 Submittals  
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,  
 9.9.1, 9.10.2, 9.10.3  
 Submittal Schedule  
 3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
**6.1.1, 11.3**  
**Substances, Hazardous**  
**10.3**  
**Substantial Completion**  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,  
 15.1.2  
**Substantial Completion, Definition of**  
**9.8.1**  
 Substitution of Subcontractors  
 5.2.3, 5.2.4  
 Substitution of Architect  
 2.3.3  
 Substitutions of Materials  
 3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**

Init.

Subsurface Conditions  
3.7.4  
**Successors and Assigns**  
**13.2**  
**Superintendent**  
3.9, 10.2.6  
**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4  
Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,  
9.10.5, 14.2.1  
Surety  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,  
15.2.7  
Surety, Consent of  
9.8.5, 9.10.2, 9.10.3  
Surveys  
1.1.7, 2.3.4  
**Suspension by the Owner for Convenience**  
**14.3**  
Suspension of the Work  
3.7.5, 5.4.2, 14.3  
Suspension or Termination of the Contract  
5.4.1.1, 14  
**Taxes**  
3.6, 3.8.2.1, 7.3.4.4  
**Termination by the Contractor**  
**14.1, 15.1.7**  
**Termination by the Owner for Cause**  
5.4.1.1, 14.2, 15.1.7  
**Termination by the Owner for Convenience**  
**14.4**  
Termination of the Architect  
2.3.3  
Termination of the Contractor Employment  
14.2.2

## TERMINATION OR SUSPENSION OF THE CONTRACT

### 14

#### Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

#### TIME

### 8

#### Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,  
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,  
15.1.3, 15.4

#### Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

#### Title to Work

9.3.2, 9.3.3

## UNCOVERING AND CORRECTION OF WORK

### 12

#### Uncovering of Work

##### 12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

##### Unit Prices

7.3.3.2, 9.1.2

##### Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

##### Use of Site

3.13, 6.1.1, 6.2.1

##### Values, Schedule of

9.2, 9.3.1

##### Waiver of Claims by the Architect

13.3.2

##### Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

##### Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

##### Waiver of Consequential Damages

14.2.4, 15.1.7

##### Waiver of Liens

9.3, 9.10.2, 9.10.4

##### Waivers of Subrogation

6.1.1, 11.3

##### Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,  
15.1.2

##### Weather Delays

8.3, 15.1.6.2

##### Work, Definition of

1.1.3

##### Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,  
13.2, 13.3.2, 15.4.4.2

##### Written Interpretations

4.2.11, 4.2.12

##### Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

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

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

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

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

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

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

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

### § 3.4 Labor and Materials

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:34:20 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(1799450219)

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

Init.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:34:20 ET on 11/19/2018 under Order No.5013131753 which expires on 10/31/2019, and is not for resale.

User Notes:

(1799450219)

upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

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

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

### § 6.2 Mutual Responsibility

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

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

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

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

Init.

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

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

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

Init.

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

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

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

Init.

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

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

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

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

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

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

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

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

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

Init.

### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

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

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

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

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

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

### § 9.9 Partial Occupancy or Use

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

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

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

#### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

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

#### § 10.2 Safety of Persons and Property

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

Init.

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

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

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

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

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

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

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

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

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

#### § 10.3 Hazardous Materials and Substances

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

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

Init.

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

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

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

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

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

#### **§ 10.4 Emergencies**

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

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

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

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

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

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

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

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

## **§ 11.2 Owner's Insurance**

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

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

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

## **§ 11.3 Waivers of Subrogation**

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

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

Init.

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

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

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

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

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 Uncovering of Work

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

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

#### § 12.2 Correction of Work

##### § 12.2.1 Before Substantial Completion

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

##### § 12.2.2 After Substantial Completion

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

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

§ 12.2.2 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.

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

## § 13.4 Tests and Inspections

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

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

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

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

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

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

## § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

Init.

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

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

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

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

**§ 15.1.2 Time Limits on Claims**

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

**§ 15.1.3 Notice of Claims**

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

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

**§ 15.1.4 Continuing Contract Performance**

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

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

**§ 15.1.5 Claims for Additional Cost**

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

**§ 15.1.6 Claims for Additional Time**

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

Init.

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

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

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

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

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

#### § 15.2 Initial Decision

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

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

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

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

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

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

Init.

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

SAMPLE



**SECTION 00 73 13**

**SUPPLEMENTARY GENERAL CONDITIONS A201-2017**

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

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
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
15. CLAIMS AND DISPUTES

## **ARTICLE 1: GENERAL PROVISIONS**

### **1.1 BASIC DEFINITIONS**

#### **1.1.1 THE CONTRACT DOCUMENTS**

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

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

Add the following Section:

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

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

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

“ and certify termination of the Agreement under Section 14.2.2.”

### **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

#### **1.2.1.1 Insert “if possible” at the end of the second sentence.**

Add the following Sections:

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

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

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

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

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

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the

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

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

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

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

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

**ARTICLE 2: OWNER**

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

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

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

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

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

## 2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

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

## ARTICLE 3: CONTRACTOR

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

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

3.2.4 Strike “subject to Section 15.1.7” in the second sentence.

3.2.4 Strike the third sentence.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

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

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

### 3.4 LABOR AND MATERIALS

Add the Following Sections:

“3.4.4Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such

notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.”

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

### 3.5 WARRANTY

Add the following Sections:

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

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

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

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

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

### 3.8 ALLOWANCES

Add the following Section:

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

### 3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

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

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

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.

3.17 Insert “indemnify and” between “shall” and “hold” in the second sentence.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

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

4.2.7 Strike the second sentence and replace with the following:

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

Add the following Section:

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

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

## **ARTICLE 5: SUBCONTRACTORS**

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

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

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

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

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

Add the following Section:

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

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

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

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

6.1.4 Strike Section 6.1.4 in its entirety.

### **6.2 MUTUAL RESPONSIBILITY**

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

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

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

- 7.3.4.1 Strike “and other employee costs approved by the Architect” after “worker’s compensation insurance,”
- 7.3.4.4 Add “work attributable to the” before “change” at the end of the sentence.
- 7.4 MINOR CHANGES IN WORK  
Add “unless such changes are approved” at the end of the third sentence.

## **ARTICLE 8: TIME**

### 8.2 PROGRESS AND COMPLETION

#### 8.2.1 Add the following Section:

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

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

#### 8.2.4 Add the following Section:

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

### 8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Section:

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

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

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

Add the following Section:

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

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

### **9.2 SCHEDULE OF VALUES**

Add the following Sections:

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

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

### **9.3 APPLICATIONS FOR PAYMENT**

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

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

Add the following Sections:

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

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

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

### **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Add the following Subsections to 9.5.1:

.8 failure to provide a current Progress Schedule;

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

## 9.6 PROGRESS PAYMENTS

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

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

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

## 9.7 FAILURE OF PAYMENT

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

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

## 9.8 SUBSTANTIAL COMPLETION

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

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

9.8.5 Strike “shall” and insert “may” in the second sentence.

9.8.5 Insert “1/2 of the” after “make payment of” in the second sentence.

## 9.9 PARTIAL OCCUPANCY OR USE

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

“The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use authorized by public authorities having jurisdiction over the Project.”

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

9.10.4.4 Strike “if permitted by the Contract Documents,”

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

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

Add the following Sections:

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

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

### **10.2 SAFETY OF PERSONS AND PROPERTY**

Add the following Section:

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

10.2.5 Strike the second sentence in its entirety.

### **10.3 HAZARDOUS MATERIALS AND SUBSTANCES**

10.3.3 Strike Section 10.3.3 in its entirety.

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

10.3.6 Strike Section 10.3.6 in its entirety.

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

### **11.1 CONTRACTOR’S INSURANCE AND BONDS**

11.1.1 Strike “Owner” from the third sentence.

### **11.2 OWNER’S LIABILITY INSURANCE**

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

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

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

Delete Section 11.4 in its entirety

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

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

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

12.2.2.2 Strike “one-year” and replace with “two years”.

12.2.2.3 Strike “one-year” and replace with “two years”.

12.2.5 Strike “one-year” and replaced with “two years”.

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

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

13.5 INTEREST

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

Insert the following Section:

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

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

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

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Insert “, upon the Contractors’ request,” after “furnish to the Contractor”.

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike “Adjustment of the Contract Sum shall include profit”.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

**ARTICLE 15: CLAIMS AND DISPUTES**

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to “21” and replace with “45”.

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

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

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

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

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

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

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

15.3 MEDIATION

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

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

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

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

**END OF SECTION**

## SECTION 00 73 43

### WAGE RATE REQUIREMENTS

#### PART 1 - GENERAL

- A. A certified copy of the March 2024, Prevailing Wage Rates for Building Construction are included in this section. In the event that a contract is not executed within one hundred twenty (120) days from the earliest date the specifications are published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.
- B. The Contractor will not be entitled to increases in the contract sum as a result of changing Prevailing Wage Rates which may occur during the bidding or construction phases of this project.
- C. Public agencies (covered by the provisions of 29 Del.C. §6960) are required to use the rates which are in effect on the date of the publication of specifications for a given project. "Date of publication" means the date on which the specifications are made available to interested persons (as specified in the published bid notice). In the event that a contract is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.
- D. It is the contractor=s responsibility to:
  - 1. Verify with the Department of Labor that the State of Delaware prevailing wage rate schedule presented by the architect inside the project manual is **current** and **certified** for use for each project/contract.
  - 2. Post in prominent locations at each contract=s work site all prevailing wage rate schedules applicable to said contract.
  - 3. Verify that the contractor and sub-contractors furnish weekly the sworn payroll information for each said Public Construction Contract to the Delaware Department of Labor.
- E. The following sample payroll report is provided for informational purposes only and is to be utilized as required by the State of Delaware Department of Labor.

#### PART 2 - PRODUCTS

Not Used

#### PART 3 - EXECUTION

Not Used

END OF SECTION

This page intentionally left blank.



DATE \_\_\_\_\_

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

do hereby state:

1. That I pay or supervise the payment of persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor or Subcontractor)

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

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ all persons employed on said project

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

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

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

List only those fringe benefits:

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

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

**HOURLY COST OF BENEFITS**

(List in same order shown on front of record)

Employee									
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									

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

Signature \_\_\_\_\_

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

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

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

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

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

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



DATE 07/25/2013

I, Cory Smith, President (Name of Signatory Party) (Title)

do hereby state:

I. That I pay or supervise the payment of the persons employed by

ABC Contractors on the

(Contractor or Subcontractor)

public project #123 ;

(public project)

that during the payroll period commencing on the 15 day of

July, 2013, and ending on the 21 day of

July, 2013, all persons employed on said project

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

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

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

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

List only those fringe benefits:

For which the employer has paid; and

Which have been used to offset the full prevailing wage rate.

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

Table with columns: Emp, H&W, Pens, Vac, App, Oth, Union, Cash, Total. Rows 1-9.

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

Cory Smith

Signature

STATE OF

COUNTY OF

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC,

THIS DAY OF ; A.D.

Notary Public

**SECTION 00 73 46**

**WAGE DETERMINATION SCHEDULE**

The Wage Determination Schedule document is part of this project manual as included herein.

This page intentionally left blank.

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS OFFICE  
CONSTRUCTION INDUSTRY ENFORCEMENT  
PHONE: (302) 318-2769

Mailing Address:  
252 Chapman Road  
Suite 210  
Newark, DE 19702

Located at:  
252 Chapman Road  
Suite 210  
Newark, DE 19702

**PREVAILING WAGES FOR BUILDING CONSTRUCTION**  
EFFECTIVE MARCH 15, 2024 – AMENDED JUNE 14, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.03	35.74	52.03
BOILERMAKERS	86.90	44.09	64.81
BRICKLAYERS	65.24	65.24	65.24
CARPENTERS	61.06	61.06	49.30
CEMENT FINISHERS	91.66	65.19	50.55
ELECTRICAL LINE WORKERS	57.72	49.50	37.74
ELECTRICIANS	81.62	81.62	81.62
ELEVATOR CONSTRUCTORS	113.66	81.88	103.45
GLAZIERS	83.30	83.30	71.92
INSULATORS	67.20	67.20	67.20
IRON WORKERS	75.32	75.32	75.32
LABORERS	55.65	55.65	55.65
MILLWRIGHTS	85.36	85.36	68.57
PAINTERS	57.60	57.60	57.60
PILEDRIVERS	88.62	49.97	40.41
PLASTERERS	37.89	37.89	28.08
PLUMBERS/PIPEFITTERS/STEAMFITTERS	77.30	80.57	71.11
POWER EQUIPMENT OPERATORS	81.29	81.29	81.29
ROOFERS-COMPOSITION	29.45	29.41	31.82
ROOFERS-SHINGLE/SLATE/TILE	23.34	27.77	21.83
SHEET METAL WORKERS	84.53	84.53	84.53
SOFT FLOOR LAYERS	60.12	60.12	60.12
SPRINKLER FITTERS	70.52	70.52	70.52
TERRAZZO/MARBLE/TILE FNRS	70.79	70.79	79.54
TERRAZZO/MARBLE/TILE STRS	78.73	78.73	88.22
TRUCK DRIVERS	55.25	34.83	27.11

CERTIFIED: 02/14/2025

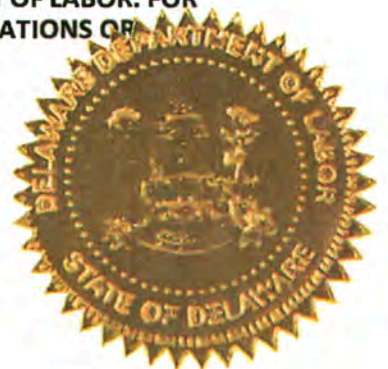
BY: *[Signature]* For Fran Chudzik  
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**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) 318-2769.**

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

**PROJECT: ARNG2023-16 BBTS Bldg 151 Renovations, Sussex County**



## PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
ACH I, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.</u> 6960

Updated: July 6, 2022

**SECTION 00 81 13**

**GENERAL REQUIREMENTS**  
*(Delaware Army National Guard – 2017)*

**TABLE OF ARTICLES**

1. GENERAL
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 OF THE CONTRACT

**ARTICLE 1: GENERAL**

**1.1 CONTRACT DOCUMENTS**

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

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

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

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

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

**ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**ARTICLE 3: CONTRACTOR**

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

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all

material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

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

- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- 3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

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

##### 4.1 CONTRACT SURETY

##### 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

#### 4.2 FAILURE TO COMPLY WITH CONTRACT

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

#### 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

#### 4.4 RIGHT TO AUDIT RECORDS

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

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

### **ARTICLE 5: SUBCONTRACTORS**

#### 5.1 SUBCONTRACTING REQUIREMENTS

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

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not

required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

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

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

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

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

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

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

5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

## 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

## 5.3 ASBESTOS ABATEMENT

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

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

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

## 5.5 CONTRACT PERFORMANCE

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

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

6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

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

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

## **ARTICLE 8: TIME**

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

#### 8.4 SUSPENSION AND DEBARMENT

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

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

#### 8.5 RETAINAGE

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

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

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

### **9.1 APPLICATION FOR PAYMENT**

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

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

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

### **9.2 PARTIAL PAYMENTS**

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

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

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

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

### **9.3 SUBSTANTIAL COMPLETION**

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

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

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

9.4 FINAL PAYMENT

- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
  - 9.4.1.2 An acceptable RELEASE OF LIENS,
  - 9.4.1.3 Copies of all applicable warranties,
  - 9.4.1.4 As-built drawings,
  - 9.4.1.5 Operations and Maintenance Manuals,
  - 9.4.1.6 Instruction Manuals,
  - 9.4.1.7 Consent of Surety to final payment.
  - 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

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

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

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

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$500,000	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 State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

13.7 REPORTING

13.7.1 Contractor who is awarded contract must report contract amounts awarded to all listed subcontractors. Information to report is included in the chart below. If subcontractor is registered as a minority, women or veteran owned business, please indicate in space provided.

Subcontractor Category	Subcontractor Name	Subcontractor Contract Amount	Is subcontractor minority, women or veteran owned?

13.8 BUY AMERICAN ACT

13.8.1 Section 810 of Article VIII (included elsewhere in this Project Manual,) requires compliance with the Buy American Act (41 U.S.C. 10.) The Buy American Act gives preference to domestic end products and domestic construction materials. To verify compliance with this Section, Contractor is

required to provide proof, acceptable to the Owner, that all major equipment and materials installed on the project was manufactured in the United States.

#### **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

**SECTION 00 81 14**

**EMPLOYEE DRUG TESTING FORMS**

The Employee Drug Testing Report Form and Employee Drug Testing - Report of Positive Results are as included herein.

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

This page intentionally left blank.

# EMPLOYEE DRUG TESTING REPORT FORM

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

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

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

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

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

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

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

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

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

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

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

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

This page intentionally left blank.

**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.**

This page intentionally left blank.

**SECTION 00 81 15**

**AFFIDAVIT OF CRAFT TRAINING COMPLIANCE**

The Affidavit of Craft Training Compliance document is part of this project manual as included herein. The Craft Training Compliance Affidavit, as well as all information pertaining to craft training for subcontractors must be submitted prior to contract execution.

This page intentionally left blank.

**AFFIDAVIT OF  
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at:

<https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: [apprenticeship@delaware.gov](mailto:apprenticeship@delaware.gov). ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

**Craft(s):** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor Program  
Registration Number(s)** \_\_\_\_\_

On this line also indicate whether DE, Other State (identify) or US Registration Number

BETHANY BEACH TRAINING SITE  
BUILDING 151 RENOVATIONS  
BETHANY BEACH, DELAWARE  
DEARNG #2019-02

Or

A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor’s Apprenticeship and Training Fund.

Or

Craft Training requirements are not applicable because:

\_\_\_\_\_

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

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

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

State of Delaware )  
 )  
County of \_\_\_\_\_ ) ss:

Before me, a notary public, in and for said county and state, personally appeared, \_\_\_\_\_, who acknowledged to me that she/he did execute the foregoing instrument on behalf of \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.**

**SECTION 01 11 00**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 SUMMARY**

**A. Section Includes:**

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.
9. Miscellaneous provisions.

**B. Related Requirements:**

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

**1.2 PROJECT INFORMATION**

**A. Project Identification: Building 151 Renovations.**

1. Project Location: Bethany Beach, Delaware

**B. Owner: Delaware Army National Guard, Armed Forces Reserve Center, 1 Vavala Way, New Castle, Delaware 19720.**

1. Owner's Representative: Larry Schrock

**C. Architect: Davis, Bowen & Friedel, Inc., Michael Bauman, AIA, mpb@dbfinc.com, (302) 424-1441**

**1.3 WORK COVERED BY CONTRACT DOCUMENTS**

The work to be accomplished in accord with this contract includes, but is not limited to, demolishing the existing toilet/shower room, storage spaces, elevated platform, overhead doors and finishes throughout. Three new toilet rooms will be constructed, a new platform and new finishes throughout.

#### 1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract including selected alternates.

#### 1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations.

#### 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on the site to normal business working hours of 7:00 A.M. to 4:30 P.M., Monday through Friday, except State holidays.
- C. Tobacco Free Site: The site is a non-smoking site as directed by the Governor of the State of Delaware and The Adjutant General Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy. (See Appendix)
- D. Controlled Substances: Use of other controlled substances on the property is not permitted.

#### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

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

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### 1.8 CODES

- A. All work shall be performed in accordance with the applicable codes and rules and regulations of the regulatory agencies which have jurisdiction over this project and its location.

#### 1.9 PROGRESS MEETINGS

- A. In addition to a pre-construction meeting, progress meetings will be held bi-weekly during the course of the project at dates and times to be announced.

#### 1.10 DELIVERED MATERIALS

- A. Under no circumstances will the DEARNG sign as received any materials delivered to the job.

#### 1.11 PERMITS AND LICENSES

- A. All required permits will be paid for and obtained by the Contractor. In addition, all contractors must be licensed by the State of Delaware and Sussex County.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

This page intentionally left blank.

## SECTION 01 21 00

### ALLOWANCES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Allowances.
- B. Types of Allowances may include the following (Refer to "Schedule of Allowances" include at the end of this Section):
  - 1. Lump-sum Allowances.
  - 2. Unit-cost Allowances.
- C. Selection and Purchase:
  - 1. Purchase products, systems and labor specifically selected (in writing) by the Owner and/or as indicated in the Schedule of Allowances.
- D. Submittals:
  - 1. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site and labor executed for use in fulfillment of each Allowance.
- E. Coordinate Allowance work with related work to ensure that each selection is completely integrated and interfaced with related work.
- F. Lump-Sum Allowances and Unit-Cost Allowances:
  - 1. These Allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials, labor and equipment required by the Allowance delivered at the site, and all applicable taxes.
  - 2. The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original Allowance shall be included separately in the Contract Sum and not in the Allowance.
  - 3. Whenever the cost is more than or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order.
    - a. Change Order Mark-up: The amount of each change order resulting from final selection of products and systems covered by an Allowance shall be the difference between the Contractor's purchase price amount and the Allowance, and shall not include Contractor's mark-up (or subcontractor's mark-up) except to the extent clearly

demonstrated (by Contractor) that either scope of installation or nature of work required was changed from that which could have been foreseen from description of Allowance and other information in contract documents. No mark-up is permitted for selection of higher or lower priced materials or systems, of same scope and nature as originally indicated.

- b. Change Order Data: Where applicable, include in each change order proposal both the quantities of products being purchased and unit costs, along with total amount of purchase to be made. Where requested, furnish survey-of-requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts.

G. Unused Materials:

- 1. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
  - a. When requested by the Owner, prepare unused material for storage by Owner where it is not economically practical to return the material for credit. When directed by the Owner, deliver unused material to the Owner's storage space. Otherwise, disposal of unused material is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an Allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and their installation for each Allowance with related materials and installations to ensure that each Allowance item is completely integrated and interfaced with related work. The general contractor shall be responsible for any necessary work that is not covered in each vendor's proposal indicated in the Schedule of Allowances.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: \$15,000.00 for unforeseen building conditions (include in base bid).

END OF SECTION

**ALLOWANCE ACCESS AUTHORIZATION:**

**Project:** Building 151 Renovations

**Architect:** Davis, Bowen & Friedel, Inc.

**Project No.** DEARNG #2019-02

**Contractor:** \_\_\_\_\_

**AAA No.:** \_\_\_\_\_

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

**The Allowance is allocated as follows:**

<b>Total original Contract Allowance was:</b>	\$ _____
<b>Amount of Contract Allowance Access previously authorized:</b>	\$ _____
<b>Adjusted Contract Allowance prior to this authorization is:</b>	\$ _____ -
<b>The amount of available Allowance will Decrease by this Access Authorization:</b>	\$ _____
<b>The remaining Contract Allowance, after this Access Authorization will be:</b>	\$ _____

**Recommended by:  
Architect**

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

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

**Accepted by:  
Contractor**

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

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

**Approved by:  
Owner**

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

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



## SECTION 01 31 19

### PROJECT MEETINGS

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

###### A. Work Included:

1. To enable orderly review during progress of the work;
2. To provide for systematic discussion of problems;
3. Project meetings shall be held, in addition to the pre-construction meeting, twice during the construction period.

###### B. Related Work Described Elsewhere:

1. The Contractor's relations with his Vendors and material suppliers, and discussions relative thereto, are the Contractor's responsibility and are not part of project meetings content.

##### 1.2 QUALITY ASSURANCE

- ###### A.
- Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit Contractor to solutions agreed upon in the project meetings.

##### 1.3 SUBMITTALS

###### A. Agenda Items:

1. To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding all items to be added to the agenda.

###### B. Minutes:

1. The Architect will keep minutes of project meetings and will distribute copies to all parties present at meeting or listed on a permanent list of concerned parties.
2. The Contractor shall reproduce and distribute additional copies to other parties as needed to expedite the work.

#### PART 2 - PRODUCTS

##### 2.1 MEETING SCHEDULE

- ###### A.
- Except as noted below for preconstruction meeting, progress meetings will be scheduled by the Architect.

- B. The Contractor shall schedule the presence of active and critical suppliers, and management personnel at these meetings.
- C. Representatives of the Contractor's suppliers shall be persons familiar with the details of the work. They shall be persons authorized to make commitments on matters of work progress, delivery dates, size of labor force, cost and other matters as necessary to expedite the work.

## 2.2 MEETING LOCATION

- A. To the maximum extent practicable, meetings will be held at the job site.

## 2.3 PRECONSTRUCTION MEETING

- A. This meeting will be scheduled by the Contractor within ten (10) days after the Owner has issued the notice to proceed order.
- B. Provide attendance by authorized representatives of the Contractor.
- C. Minimum agenda shall consist of distribution and discussion of the following data:
  - 1. Organizational arrangement of Contractor's forces and personnel, and those of materials suppliers and the Architect.
  - 2. Channels and procedures for communications.
  - 3. Construction schedule, including sequence of critical work.
  - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
  - 5. Processing of Shop Drawings and other data submitted to the Architect for review.
  - 6. Processing of field decisions and Change Orders.
  - 7. Rules and regulations governing performance of the work.
  - 8. Procedures for security, quality control, housekeeping, and other related matters.

## 2.4 PROJECT MEETINGS

- A. To the maximum extent practicable, assign the same persons or persons to represent the Contractor at the project meetings throughout progress of the work. Materials suppliers, and others may be invited to attend those project meetings in which their aspects of work are involved.
- B. Minimum Agenda Shall Consist of the Following:

1. Review, revise as necessary, and approve minutes of previous meetings.
  2. Review progress of the work since last meeting, including status of submittals for approval.
  3. Identify problems which impede planned progress.
  4. Develop corrective measures and procedures to regain planned schedule.
  5. Complete other current business.
- C. Project meetings shall be held in addition to the preconstruction meeting, bi-monthly during construction. Two project meetings, as a minimum, shall be allotted for the project.

END OF SECTION

This page intentionally left blank.

## SECTION 01 33 23

### SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### 1.1 GENERAL

##### A. Description

1. Work Included:
  - a. Submit to the Architect all shop drawings, product data and samples required by the specification sections.
2. Related Work Described Elsewhere:
  - a. Project Record Documents in Section 01 77 00.
3. Schedules:
  - a. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and dates for review of shop drawings, product data and samples that will be needed for each product.
4. Definitions:
  - a. The definitions of the terms "Shop Drawings", "Product Data", and "Samples" shall be as defined by the General Conditions of the Contract for Construction.
5. The Phrase "By Others":
  - a. Where the phrase "By Others" (or a similar expression) appears on a submittal, and refers to any of the Contract Work, it shall be construed to mean "By the Contractor". The Architect's approval of any Submittal containing such phrase shall not be considered permission to delete any work from the Contract.
6. Time for Making Submissions:
  - a. The Contractor will be held responsible for any delay in the progress of the Work which may be due to his failure to make submittals as required herein.
7. Submittal Information:
  - a. Project title and number.
  - b. Consecutive number revised.
  - c. Data drawn and data revised.
  - d. Contractors certification that submittals have been checked by him for compliance with Contract Requirements.
  - e. Space for approval stamps.
  - f. Working dimensions and erection dimensions.

- g. Arrangements.
- h. Sectional views.
- I. Details and methods of fabrications, assembly and erection.
- j. Details of connections with contiguous work.
- k. Fastenings.
- l. Equipment, accessories and trimmings.
- m. Kinds of materials.
- n. Protective coatings and factory finishes.
- o. Complete schedules.
- p. Other pertinent data.

## 1.2 SHOP DRAWINGS

### A. Composite Shop Drawings and Field Installation Layouts:

1. The Contractor shall prepare composite shop drawings and field installation layouts, when required, to solve tight conditions. Such drawings shall consist of dimensioned plans and elevations and must give complete information particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, and structural interferences. The composite shop drawings and field installation layouts shall be coordinated in the field by the Contractor and involved subcontractors for proper relationship to the work of other trades, based on field conditions, and shall be checked and approved by them before submission to the Architect for his final review. The Contractor shall have competent technical personnel readily available for such coordination and checking, as well as for the supervision of the field installation of the work in accordance with the approved shop drawings field installation layouts.
2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
3. Minimum sheet size shall be 8-1/2" x 11".

### B. See submission requirements for additional requirements.

## 1.3 PRODUCT DATA

### A. Manufacturer's Standard Schematic Drawings:

1. Modify drawings to delete information which is not applicable to project.
2. Supplement standard information to provide additional information applicable to project.

### B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.

1. Clearly mark each copy to identify pertinent materials, products or models.
2. Show dimensions and clearances required.
3. Shop performance characteristics and capacities.

4. Show wiring diagrams and controls.

#### 1.4 SAMPLES

- A. Submit in selected color and finish for final approval and comparison with products to be installed.
- B. Office Samples: Of sufficient size and quantity to clearly illustrate:
  1. Functional characteristics of product or material, with integrally related parts and attachment devices.
  2. Submit samples of extreme color or texture ranges.
- C. Color and Finish Selections Kits:
  1. Submit samples in book or kit form as necessary for selection of color or finish.
  2. Samples shall represent the full range of color and finish which are or will be available in the specified product at the time the project is built.
  3. Colors or finishes of unusually high cost, slow delivery, or available only on special order shall be submitted along with normal range items. Their special nature shall be noted.
- D. Submission of Samples:
  1. Except where otherwise specified, samples shall be submitted in duplicate accompanied by a letter of transmittal (signed by the Contractor in triplicate.) Any samples received without a cover letter will be considered "unclaimed goods" and held for a limited time only. The letter shall contain the following:
    - a. Contractor's name.
    - b. Project name and number.
    - c. List of samples being submitted.
    - d. Trade section to which samples refer.
    - e. Number of standard (ASTM, USASI, Commercial Standard, Federal Spec.) if any, with which samples complies.
    - f. Manufacturer's name or source of supply.
    - g. Trade name.
    - h. Catalog number.
    - i. Other pertinent information.
    - j. Any deviation from contract requirements.
    - k. Contractors certification that he has checked all samples for compliance with contract requirements and availability of material represented thereby.
  2. Each sample shall be labeled with the project name, project number, Contractor's name, trade name or other identification related to letter transmittal.
- E. Rejection of Work Not Conforming to Approved Samples:

1. Samples submitted shall clearly show the full range of quality, color and texture which will be evident in finished work. Materials which do not conform to approved samples shall not be used on this project and shall be discarded immediately upon their discovery. The approval or acceptance of samples will not preclude the rejection of any material not complying with contract requirements which is discovered prior to end of warranty period.

## 1.5 CONTRACTOR'S RESPONSIBILITIES

### A. Contractor's Approval:

1. Before submitting shop drawings, product data, or samples for approval, the Contractor shall check them for accuracy, shall ascertain that all work contiguous with and having bearing on other work is accurate and that the work shown is in conformance with the Contract requirements. All submittals at the time of submission must bear the Contractor's stamp of approval as evidence that such submittals have been checked by the Contractor. Any submittals forwarded without such executed stamp of approval or whenever it is evident (despite the stamp) that the submittals have not been checked, they will be returned to the Contractor for resubmission without further consideration; In such event, it will be deemed that the Contractor shall bear the risk of all delays to the same extent as if no submittals at all have been forwarded.
2. Before submitting samples to Architect for approval, the Contractor shall assure himself that material represented thereby conforms to Contract requirements and is readily available in quantity required.

### B. Improper Checking or Coordination:

1. The cost, if any, of change in the work necessitated by improper checking or improper coordination shall be paid for by the Contractor.

### C. Claims for Extra Cost:

1. All claims for extra cost must be justified in writing by the subcontractor as hidden/unknown conditions discovered after the time of bid, such claim is to be made on the Contractor's letterhead of transmittal accompanying the submittal.

### D. Delivery of Submissions to the Architect:

1. Submittals shall be sent to the Architect's office. Submittals shall be forwarded by the Contractor only, unless he has authorized another party to make submissions and has notified the Architect to this effect.

### E. Contractor's Compliance:

1. The Contractor shall read and be familiar with all requirements of the Contract Documents concerning Shop Drawings, including the following:
  - a. The Contractor shall review and approve all shop drawings and stamp them

accordingly, before forwarding them to the Architect.

- b. By approving, stamping, and submitting shop drawings to the Architect, the Contractor represents that he has verified:

all field dimensions  
all field construction criteria  
all materials and respective finishes  
all catalog numbers, and coordinated each shop drawing with the requirements of the work and Contract Documents

- c. When submitting shop drawings, the Contractor shall notify the Architect, in writing of any deviations from the Contract Documents on the shop drawings.
- d. The Contractor understands that the Architect's review and approval of shop drawings does not relieve the Contractor of responsibility for:

Deviations from the Contract Document requirements, unless the Architect is informed, in writing of the deviations and approval is received, in writing, from the Architect for such deviation.

The Contractor understands that the Architect's review and approval of shop drawings does not indicate approval of changes in the Contract Time or cost.

The Contractor understands that no work shall be started on any item requiring shop drawings until proper approval of shop drawings is given by the Architect and that such work shall be in accordance with approved shop drawings.

Submission and processing of shop drawings will be in accordance with Contract Document requirements and the related responsibilities herein.

## 1.6 SUBMISSION REQUIREMENTS

### A. Shop Drawings:

1. Shop drawings shall be submitted in the form of prints in a quantity sufficient for final distribution of reviewed submittals accompanied by a letter of Transmittal in triplicate, signed by the Contractor. Drawings shall be bound in complete sets and transmitted to the Architect.
2. Manufacturer's brochure, products, product data and other descriptive information which cannot be submitted in sepia form shall be submitted as multiple copies. Submit in quantity sufficient for final distribution of approved submittals.

### B. Submission for Mechanical and Electrical Work

1. In accordance with requirements specified for the mechanical and electrical work of the project, (plumbing, heating, ventilating, air-conditioning, electrical work,) the Contractor shall submit a complete list of material and other required information as specified under the respective Mechanical and Electrical Specification sections. No consideration will

be given to partial lists submitted from time to time.

C. Manufacturer's Certificate

1. Where required by the specifications, submit manufacturer's affidavit certifying that material furnished for this project complies with Contract requirements.

D. Submittals Marked "Approved"

1. Submittals which require no corrections by the Architect will be marked "Approved".

E. Submittals Marked "Approved as Noted"

1. Submittals which require only a minor amount of correcting will be marked "Approved as Noted". This mark shall mean that checking is complete, and all corrections are obvious without ambiguity. Fabrication will be allowed on work "Approved as Noted", provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, the item shall be rejected in the field and the Contractor will be required to replace such work in accordance with corrected submittals, at his own expense.

F. Submittals Marked "Revise and Resubmit"

1. When submittals are marked "Revise and Resubmit", details of items noted by Architect shall be further clarified before approval can be given and noted items must not be fabricated until corrected and approved. Unmarked items may be fabricated unless otherwise directed.

G. Submittals Marked "Not Approved"

1. When submittals are contrary to contract requirements or too many corrections are required, they shall be marked "Not Approved". No work shall be fabricated under this mark. The Architect shall list his reasons for rejection on the submittals or in the transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.

H. Return of Submittals to Contractor Unchecked

1. The Architect may return submittals to the Contractor for any of the following reasons, in which case the submission will not be considered official:
  - a. Submitted in violation of specified procedure.
  - b. Inadequately checked by Contractor.
  - c. Inaccurate and in substantial error.

## 1.7 RESUBMISSION REQUIREMENTS

A. Resubmission of Corrected Submittals

1. No changes shall be made by the Contractor to resubmitted shop drawings or product

date in excess of those corrections noted by the Architect unless accompanied by a letter explaining the additional changes.

1.8 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. After all corrections, changes and resubmittals have been made, the Contractor shall provide the following number of reviewed submittals, bearing his stamp of final approval, distributed as follows:

	Letter	Selection Sample	Record Sample	Shop Drawing	Report Certificate
Owner	1			2	1
Architect	1	1	1	1	1
Contractor	1			4	

1.9. ARCHITECT'S DUTIES

- A. Architect's Approval

1. The Architect's approval will be only general in nature and shall not be construed as permitting any departure from Contract requirements, or as relieving the Contractor of responsibility for any errors, including details, dimensions or materials. If submittals show variations from Contract requirements the Architect may approve any or all such variations, subject to proper adjustment in the Contract. If the Contractor fails to describe such variation he shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents, even though such submittals have been approved.

- B. Approval of Products and Workmanship

1. Work of all trades (especially those which when finished will be permanently visible or must function faultlessly) will be subject to the following sequence of approval by the Architect.
  - a. Each trade shall submit one complete list of all materials proposed for use on the Project, which shall be approved by the Architect. The list shall include all necessary information to show compliance with requirements of the Specification.
  - b. Required product samples shall be submitted to the Architect for their approval.
  - c. Before work on any portion is started and if requested by the Architect, representative in-place samples of any specified work, shall be installed in the Architect's presence. In-place samples, when approved by the Architect shall become the standard for all similar work on the Project. The Contractor shall coordinate and schedule all in-place sample installations, which have been requested by the Architect so that:

All sample work shall be done on the same day, when one or more samples are requested of one or more trades.

Forty-eight (48) hours notice shall be given to the Architect before work starts.

C. Architect's Retention of Submittals for Future Checking

1. Where partial submissions cannot be checked until the complete submission has been received, or where correlation is required between material submitted and material not yet submitted, the Architect will advise the Contractor in writing that the submission will not be checked until all pertinent information is received and that the submission will not be considered official until it is complete in every aspect.

END OF SECTION

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 TEMPORARY FACILITIES

- A. The Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site for the use of himself as set forth below. Upon completion of the project, or as directed by the Architect, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property and leave the premises in the condition required by the Contract.
- B. The Contractor and his subcontractors may maintain temporary facilities on the site in addition to those specified as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference to any Contract work or occupied areas.
- C. Materials for temporary construction shall be hereinafter specified for various items, or when not so specified, shall be species and type suitable to the particular use and approved by the Architect. Salvaged materials which are in a safe and serviceable condition will generally be acceptable for such temporary construction. However, no split, splintered, deformed, ruptured, or similarly defective materials will be permitted. All materials for temporary construction shall be clean and dry. Materials which cannot be placed in a presentable condition will not be acceptable.
- D. All temporary facilities herein specified shall remain locked when not in use by contractors.

##### 1.2 TEMPORARY OFFICE

The Contractor may, but not required to, maintain a temporary office for the project. The office may be equipped with a telephone listed in the Contractor's name, and other facilities as the Contractor may require. Provision of this temporary space must be coordinated with the Owner.

##### 1.3 TEMPORARY WATER SERVICE

- A. Cold water may exist in the area of operations.
- B. The Owner will assume cost of water consumed if available, if responsible care and restraint is exercised by the Contractor in its use.

##### 1.4 TEMPORARY ELECTRICAL SERVICE

- A. The Contractor shall make all necessary arrangements for temporary electricity for construction purposes, and furnish at his own expense, all temporary wiring, lamps, and accessories required for the completion of the work.
- B. The Owner shall provide the current; however, no improper, wasteful, or undue use of

electrical service will be permitted.

1.5 EXISTING UTILITIES

Prior to the closeout of the Project, the Contractor shall remove all temporary connections and return all sources to their original conditions prior to commencement of the work.

1.6 PARKING

A. Location of contractor parking shall be coordinated with the Owner.

END OF SECTION

**SECTION 01 66 00**

**STORAGE AND PROTECTION**

**PART 1 - GENERAL**

- A. Sheds and Platforms: Waterproof shelter shall be provided for the storage of all materials subject to spoilage from water. Lumber shall be stored off the ground and kept dry. Platforms shall be provided for the storage of products likely to be stained if improperly stored.
- B. Storage Spaces: Limited space is available on the site for the storage of products, erection of offices, sheds, etc. Where possible the delivery of products shall be scheduled as to require a minimum of on-site storage.
- C. Transportation: All products shall be so crated, blocked and otherwise protected during transportation and handling to prevent staining, chipping, breakage, or any other physical damage. The Contractor shall provide any necessary lifting devices or machines, and the skilled personnel to operate such machines, necessary to handle products to prevent such damage.
- D. Store and protect all materials to be installed according to manufacturer's recommendations.
- E. All tools, materials, and supplies will be removed from public areas or secured in a manner approved by the Owner during non-working hours.

END OF SECTION

This page intentionally left blank.

## SECTION 01 77 00

### CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

##### 1.1 PROJECT RECORD DOCUMENT PACKAGE

###### A. Maintenance of Documents

1. Maintain one copy of Contract Drawings, Specifications, Addenda, review shop drawings, change orders, field records, surveys, and layout records.
2. Store documents apart from documents used for construction. Maintain documents in clean, dry, legible condition. Do not use record documents for construction purposes.
3. Make documents available at all times for inspection by Architect. Update all documents at least monthly.

###### B. Recording

1. Stamp each document "PROJECT RECORD" 3/4 inch high letters.
2. Do not permanently conceal any work until required information has been recorded.

###### C. Record Drawing: The Contractor shall keep a set of up-to-date marked prints of the "as-built conditions". The contract drawings shall be legibly marked to record actual construction such as:

1. Horizontal and vertical location of underground utilities referenced to permanent surface improvements.
2. Underground obstacles encountered and lines capped during construction.
3. Location of internal utilities concealed in construction referenced to visible and accessible features of structure.
4. Field alterations of dimensions and detail.
5. Changes made by Change Order.
6. Details not on original contract drawings.

###### D. Specifications and Addenda: Bind together.

###### E. Approved Shop Drawings and Brochures: Maintain as record documents. Legibly note to record any changes made after review.

- F. Submitting: At completion of project, deliver record documents to Architect for transmittal to Owner as a package.
- G. Accompany submittal with transmittal letter, in duplicate, containing date, project, Contractor's name and address, title and number of each record document, and certification that each document as submitted is complete and accurate, signed by Contractor.
- H. The following documents are required at project closeout, as applicable:
  - 1. 2 original Form G704 Substantial Completion
  - 2. 2 original Form G706 Affidavit of Payment of Debts and Claims
  - 3. 2 original Form 706A Release of Liens Contractor/Subcontractor
  - 4. 2 original Form 707 Consent of Surety Company
  - 5. 3 original Final Payment App
  - 6. Meeting Minutes
  - 7. Certificate of Occupancy
  - 8. 2 original Warranties (Letter of Guarantee and Warranty Info)
  - 9. 2 O&M Manuals
  - 10. 2 Hard Copy of As-Built Drawings
  - 11. Occupancy Permits
  - 12. 2 sets of Record Shop Drawings and submittals
  - 13. Affidavit of Discharge of State Tax Liability
  - 14. Copy of completed final punch list signed off on by Owner's Rep
  - 15. Punch List Closeout Letter
  - 16. 2 CD's with all closeout documents

## 1.2 GUARANTEES, BONDS AND AFFIDAVITS

- A. Turn over guarantees, warranties, bonds and affidavits on various materials, neatly bound and in order, to the Architect for deliver to the Owner as part of the package.
- B. Affidavits verifying payments of all bills related to the project, release of liens (AIA G706A, AIA G706 and AIA G707) for all subcontractors, bonding company approvals and consent of surety to final payment shall be required.
- C. Certification that all construction materials used and equipment supplied for this project are free of known hazardous materials such as PCBs and asbestos.
- D. Substantial completion certification signed by Owner, Architect, and Contractor.

## 1.3 OPERATION AND MAINTENANCE DATA

- A. Turn over manuals and instructions, neatly bound and in order, to the Architect for delivery to the Owner.

## 1.4 EXTRA STOCK, SPARE PARTS, INSTRUCTION

- A. Turn over extra stock as specified in other sections of the specifications to the person designated by the Owner to be in charge of the operation and maintenance of the building.

- B. Provide instruction in operation and maintenance of equipment and finishes. Conduct meeting and individual training as needed to inform owner's operating personnel.
- C. Provide special tools for such items as louver vanes, adjustable dampers, thermostats, allen-head locking devices in triplicate.

PART 2 - PRODUCTS  
Not Used

PART 3 - EXECUTION  
Not Used

END OF SECTION

This page intentionally left blank.

## SECTION 01 78 39

### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.

##### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit two set(s) of marked-up record prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- D. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Work Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 01 33 00 "Submittal Procedures" for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

### 2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

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

END OF SECTION

## **SECTION 02 41 00**

### **DEMOLITION**

#### **PART 1 GENERAL**

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

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.

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

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- D. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- E. Section 31 23 23 - Fill: Filling holes, pits, and excavations generated as a result of removal operations.

#### **PART 2 PRODUCTS -- 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. Provide, erect, and maintain temporary barriers and security devices.
  - 2. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 3. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. 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.
- C. 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.
- D. 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 utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- E. 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.
- F. 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 casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Plumbing, 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.
- 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.
  - 4. Patch as specified for patching new work.

### 3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

## SECTION 02 45 00

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Division 01 Section "Selective Demolition" for demolition of selected portions of the building for alterations.
  - 2. Division 07 Section "Fire Stopping" for patching fire-rated construction.

##### 1.3 DEFINITIONS

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

##### 1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

4. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## 1.5 QUALITY ASSURANCE

- A. Retain experienced and specialized Installer or fabricator to cut and patch the Work listed below.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Fire-protection systems.
  4. Control systems.
  5. Communication systems.
  6. Electrical wiring systems.
  7. Operating systems of special construction in Division 13 Sections.
- D. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  1. Brick masonry.
  2. Preformed metal panels.
  3. Firestopping.
  4. Window wall system.
  5. Acoustical ceilings.

## 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  2. Do not cut structural or load bearing elements unless specifically noted on structural or demolition drawings. Structural elements include: steel columns, beams, bar joists, concrete beams, columns; floor slabs, footings.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
6. Patch, repair and/or rebuild existing surfaces as necessary to provide even plan surface of uniform appearance.

END OF SECTION

This page intentionally left blank.

## SECTION 03 30 00

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Concrete building frame members.
- C. Floors and slabs on grade.
- D. Concrete reinforcement.
- E. Joint devices associated with concrete work.
- F. Miscellaneous concrete elements, including equipment pads, equipment pits, light pole bases, flagpole bases, thrust blocks, and manholes.
- G. Concrete curing.

##### 1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

##### 1.03 REFERENCE STANDARDS

- A. ACI 117 - Specification for Tolerances for Concrete Construction and Materials 2010 (Reapproved 2015).
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete 1991 (Reapproved 2009).
- C. ACI 301 - Specifications for Concrete Construction 2020.
- D. ACI 302.1R - Guide to Concrete Floor and Slab Construction 2015.
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000 (Reapproved 2009).
- F. ACI 308R - Guide to External Curing of Concrete 2016.
- G. ACI 318 - Building Code Requirements for Structural Concrete 2019, with Errata (2021).
- H. ACI 347R - Guide to Formwork for Concrete 2014 (Reapproved 2021).
- I. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2022.
- J. ASTM A775/A775M - Standard Specification for Epoxy-Coated Steel Reinforcing Bars 2019.
- K. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete 2018a.
- L. ASTM C33/C33M - Standard Specification for Concrete Aggregates 2018.
- M. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens 2021.
- N. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete 2022a.
- O. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete 2020.
- P. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method 2016.

- Q. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete 2010a (Reapproved 2016).
- R. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete 2017a.
- S. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete 2019, with Editorial Revision (2022).
- T. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete 2022.
- U. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete 2018.
- V. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types) 2018.
- W. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Steel Reinforcing Bars 2021.
- X. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs 2018a.
- Y. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs 2017.
- Z. COE CRD-C 572 - Handbook for Concrete and Cement Corps of Engineers Specifications for Polyvinylchloride Waterstop 1974.

#### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Mix Design: Submit proposed concrete mix design.
- C. Samples: Submit samples of underslab vapor retarder to be used.
- D. Test Reports: Submit report for each test or series of tests specified.

#### 1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.

### PART 2 PRODUCTS

#### 2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
  - 2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
  - 3. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches (38 mm) of concrete surface.

#### 2.02 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
  - 1. Type: Deformed billet-steel bars.

2. Finish: Epoxy coated in accordance with ASTM A775/A775M, unless otherwise indicated.
- B. Steel Welded Wire Reinforcement (WWR): Galvanized, plain type, ASTM A1064/A1064M.
  1. WWR Style: As indicated on drawings.
- C. Reinforcement Accessories:
  1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
  2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

### 2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type III - High Early Strength Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
  1. Acquire aggregates for entire project from same source.
- C. Lightweight Aggregate: ASTM C330/C330M.
- D. Fly Ash: ASTM C618, Class C or F.
- E. Calcined Pozzolan: ASTM C618, Class N.
- F. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

### 2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. Water Reducing and Retarding Admixture: ASTM C494/C494M Type D.
- D. Shrinkage Reducing Admixture:
  1. ASTM C494/C494M, Type S.

### 2.05 ACCESSORY MATERIALS

- A. Underslab Vapor Retarder:
  1. Sheet Material: ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. Single ply polyethylene is prohibited.
  2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.
  3. Manufacturers:
    - a. ISI Building Products; Viper VaporCheck II 10-mil (Class A): [www.isibp.com/#sle](http://www.isibp.com/#sle).
    - b. ISI Building Products; Viper VaporCheck II 10-mil (Class C): [www.isibp.com/#sle](http://www.isibp.com/#sle).
    - c. W. R. Meadows, Inc; PERMINATOR Class A - 10 mils (0.25 mm): [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
    - d. Or an approved equal.

### 2.06 BONDING AND JOINTING PRODUCTS

- A. Waterstops: PVC, complying with COE CRD-C 572.
- B. Slab Isolation Joint Filler: 1/2 inch (13 mm) thick, height equal to slab thickness, with removable top section that will form 1/2 inch (13 mm) deep sealant pocket after removal.
  1. Material: ASTM D1751, cellulose fiber.

- C. Slab Construction Joint Devices: Combination keyed joint form and screed, galvanized steel, with rectangular or round knockout holes for conduit or rebar to pass through joint form at 6 inches (150 mm) on center; ribbed steel stakes for setting.

## 2.07 CURING MATERIALS

## 2.08 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- D. Normal Weight Concrete:
  - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch (20.7 MPa).
  - 2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  - 3. Calcined Pozzolan Content: Maximum 10 percent of cementitious materials by weight.
  - 4. Water-Cement Ratio: Maximum 40 percent by weight.
  - 5. Total Air Content: 4 percent, determined in accordance with ASTM C173/C173M.
  - 6. Maximum Slump: 4 inches (100 mm).
  - 7. Maximum Aggregate Size: 5/8 inch (16 mm).

## 2.09 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

### 3.02 PREPARATION

- A. Verify that forms are clean and free of rust before applying release agent.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- C. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Comply with ASTM E1643. Lap joints minimum 6 inches (150 mm). Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.
  - 1. Vapor Retarder Over Granular Fill: Install compactible granular fill before placing vapor retarder as indicated on drawings. Do not use sand.

### 3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Fabricate and handle epoxy-coated reinforcing in accordance with ASTM D3963/D3963M.
- B. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

- C. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.
- D. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

#### 3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- D. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

#### 3.05 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch (5 mm) thick blade and cut at least 1 inch (25 mm) deep but not less than one quarter (1/4) the depth of the slab.
- E. Construction Joints: Where not otherwise indicated, use metal combination screed and key form, with removable top section for joint sealant.

#### 3.06 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

#### 3.07 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  - 1. Other Surfaces to Be Left Exposed: Trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.

#### 3.08 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
  - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
  - 2. Final Curing: Begin after initial curing but before surface is dry.

#### 3.09 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.

- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards (76 cu m) or less of each class of concrete placed.
- E. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

### 3.10 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

### 3.11 PROTECTION

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION

## SECTION 05 12 00

### STRUCTURAL STEEL FRAMING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Structural steel framing members.
- B. Structural steel support members and struts.
- C. Base plates, shear stud connectors and expansion joint plates.
- D. Grouting under base plates.

##### 1.02 REFERENCE STANDARDS

- A. AISC (MAN) - Steel Construction Manual 2017.
- B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges 2016.
- C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- D. ASTM A242/A242M - Standard Specification for High-Strength Low-Alloy Structural Steel 2013 (Reapproved 2018).
- E. ASTM A563/A563M - Standard Specification for Carbon and Alloy Steel Nuts (Inch and Metric) 2021a.
- F. ASTM A992/A992M - Standard Specification for Structural Steel Shapes 2022.
- G. ASTM F436/F436M - Standard Specification for Hardened Steel Washers Inch and Metric Dimensions 2019.
- H. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2022.
- I. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020, with Errata (2022).
- J. SSPC-SP 3 - Power Tool Cleaning 2018.

##### 1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.

##### 1.04 QUALITY ASSURANCE

- A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and no more than 12 months before start of scheduled welding work.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Steel Angles and Plates: ASTM A36/A36M.

- B. Steel W Shapes and Tees: ASTM A992/A992M.
- C. Rolled Steel Structural Shapes: ASTM A992/A992M.
- D. Steel Shapes, Plates, and Bars: ASTM A242/A242M high-strength, corrosion-resistant structural steel.
- E. High-Strength Structural Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, with matching compatible ASTM A563/A563M nuts and ASTM F436/F436M washers.
- F. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- G. Grout: ASTM C1107/C1107M; Non-shrink; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
  - 1. Minimum Compressive Strength at 48 Hours: 2,000 pounds per square inch (13.7 MPa).
  - 2. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch (48 MPa).
- H. Touch-Up Primer for Galvanized Surfaces: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.

## 2.02 FINISH

- A. Prepare structural component surfaces in accordance with SSPC-SP 3.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

### 3.02 ERECTION

- A. Erect structural steel in compliance with AISC 303.
- B. Allow for erection loads and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Do not field cut or alter structural members without approval of Architect.
- D. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

### 3.03 TOLERANCES

- A. Maximum Offset From True Alignment: 1/4 inch (6 mm).

END OF SECTION

## SECTION 05 40 00

### COLD-FORMED METAL FRAMING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Exterior and interior nonload-bearing, cold form, steel-stud curtainwall.
  - 2. Cold form steel.

##### 1.3 PERFORMANCE REQUIREMENTS

- A. AISI "Specifications": Calculate structural characteristics of cold-formed metal framing and connections according to AISI's "Specification for the Design of Cold-Formed Steel Structural Members" and the following:
  - 1. Center for Cold-Formed Steel Structures (CCFSS) Technical Bulletin, Vol. 2, No. 1, February 1993 "AISI Specification Provisions for Screw Connections."
- B. Structural Performance: Engineer, fabricate, and erect cold-formed metal framing to withstand design loads within limits and under conditions required.
  - 1. Design Loads: As indicated.
  - 2. Design framing systems to withstand design loads without deflections greater than the following:
    - a. Interior and Exterior Nonload-Bearing Curtainwall: Lateral deflection of 1/360 of the wall height and 1/480 with brick and stone veneer.
  - 3. Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change (range) of 120 deg F (67 deg C).
- C. Design nonload-bearing curtainwall framing to accommodate lateral deflection without regard to contribution of sheathing materials.
- D. Engineering Responsibility: Engage a fabricator who assumes undivided responsibility for engineering cold-formed metal framing by employing a qualified professional

engineer to prepare design calculations, shop drawings, and other structural data.

#### 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of cold-formed metal framing, accessory, and product specified.
- C. Design calculations, shop drawings, and other structural data.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed cold-formed metal framing similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel" and AWS D1.3 "Structural Welding Code--Sheet Steel."
  - 1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.
- C. Fire-Test-Response Characteristics: Where fire-resistance-rated assemblies are indicated, provide cold-formed metal framing identical to that tested as part of an assembly for fire resistance per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Fire-Resistance Ratings: As indicated by design designations listed in UL "Fire Resistance Directory," or by Warnock Hersey or another testing and inspecting agency acceptable to authorities having jurisdiction.
- D. Professional Engineer Qualifications: A professional engineer legally authorized to practice in the jurisdiction where Project is located and experienced in providing engineering services of the kind indicated that have resulted in the installation of cold-formed metal framing similar to this Project in material, design, and extent and that have a record of successful in-service performance.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Store cold-formed metal framing, protect with a waterproof covering, and ventilate to avoid condensation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering cold-formed metal framing that may be incorporated in the Work include, but are not limited to, the following:
1. Angeles Metal Systems.
  2. Clark-Cincinnati, Inc.
  3. Consolidated Systems, Inc.
  4. Dale//Incor Industries of Florida.
  5. Dale Industries, Inc.
  6. Design Shapes in Steel.
  7. Dietrich Industries, Inc.
  8. Incor Plant Dale Industries.
  9. Knorr Steel Framing Systems.
  10. MarinoWare; Div. of Ware Industries, Inc.
  11. Super Stud Building Products, Inc.
  12. Unimast, Inc.
  13. United Construction Supply.
  14. United States Steel.
  15. Western Metal Lath Co.

### 2.2 WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs of web depths indicated, with lipped flanges, and complying with the following thicknesses prior to coating:
1. Design Uncoated-Steel Thickness: As required by structural performance, or as indicated.
  2. Flange Width: 1-5/8 inches (41 mm), minimum.
  3. Web: Punched.
- B. Steel Track: Manufacturer's standard U-shaped steel track, unpunched, of web depths indicated, with straight flanges, and complying with the following thicknesses prior to coating:
1. Design Uncoated-Steel Thickness: Matching steel studs.
  2. Flange Width: Manufacturers standard deep flange where required by design, standard flange elsewhere.

### 2.3 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories of the same material and finish used for framing members, with a minimum yield strength of 33,000 psi (230 MPa).
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:

1. Supplementary framing.
2. Bracing, bridging, and solid blocking.
3. Web stiffeners.
4. Gusset plates.
5. Deflection track and vertical slide clips.
6. Stud kickers and girts.
7. Joist hangers and end closures.
8. Reinforcement plates.

#### 2.4 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36 (ASTM A 36M).
- B. Cast-in-Place Anchor Bolts and Studs: ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); carbon-steel hex-head bolts and studs; carbon-steel nuts; and flat, unhardened-steel washers. Zinc coated by the hot-dip process according to ASTM A 153.
- C. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times the design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- D. Powder-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times the design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- E. Mechanical Fasteners: Corrosion-resistant coated, self-drilling, self-threading steel drill screws.
  1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- F. Welding Electrodes: Comply with AWS standards.

#### 2.5 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.
- B. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, with fluid consistency and a 30-minute working time.

- D. Thermal Insulation: ASTM C 665, Type I, unfaced mineral-fiber blankets produced by combining glass or slag fibers with thermosetting resins.

## 2.6 FABRICATION

- A. Fabricate cold-formed metal framing and accessories plumb, square, true to line, and with connections securely fastened, according to manufacturer's recommendations and the requirements of this Section.
  - 1. Fabricate framing assemblies in jig templates.
  - 2. Cut framing members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
    - a. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
  - 4. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to manufacturer's recommendations.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or distortion.
- C. Fabrication Tolerances: Fabricate assemblies to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  - 2. Squareness: Fabricate each cold-formed metal framing assembly to a maximum out-of-square tolerance of 1/8 inch (3 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements, including installation tolerances and other conditions affecting performance of cold-formed metal framing. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Cold-formed metal framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed metal framing and accessories plumb, square, true to line, and with

connections securely fastened, according to manufacturer's recommendations and the requirements of this Section.

1. Cut framing members by sawing or shearing; do not torch cut.
2. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
  - a. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
  - b. Locate mechanical fasteners and install according to cold-framed metal framing manufacturer's instructions with screw penetrating joined members by not less than 3 exposed screw threads.
- C. Install framing members in one-piece lengths, unless splice connections are indicated for track or tension members.
- D. Provide temporary bracing and leave in place until framing is permanently stabilized.
- E. Install insulation in built-up exterior framing members, such as headers, sills, boxed joists, and double studs, inaccessible upon completion of framing work.
- F. Fasten reinforcement plate over web penetrations that exceed size of manufacturer's standard punched openings.
- G. Erection Tolerances: Install cold-formed metal framing to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet (1:960) and as follows:
  1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

### 3.3 LOAD-BEARING WALL INSTALLATION

- A. Install continuous top and bottom tracks sized to match studs. Align tracks accurately and securely anchor at corners and ends, and at spacings recommended by the manufacturer, but not greater than the following:
  1. Spacing: 24 inches (610 mm) for nail or power-driven anchors.
  2. Spacing: 32 inches (813 mm) for cast-in-place or expansion anchors.
- B. Squarely seat studs against webs of top and bottom tracks. Fasten both flanges of studs to top and bottom track. Space studs as follows:
  1. Stud Spacing: As indicated.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.

- D. Align studs vertically where wall-framing continuity is interrupted. Where studs cannot be aligned, continuously reinforce track to transfer loads.
- E. Align trusses over joists. Where trusses cannot be aligned, continuously reinforce track to transfer loads.
- F. Anchor studs abutting structural columns or walls, including masonry walls, to supporting structure as indicated.
- G. Install headers over wall openings wider than the stud spacing. Locate headers above openings as indicated. Fabricate headers of compound shapes indicated or required to transfer load to supporting studs, complete with clip-angle connectors, web stiffeners, or gusset plates.
  - 1. Frame wall openings with not less than a double stud at each jamb of frame as indicated or required by manufacturer.
  - 2. Install runner tracks and jack studs above and below wall openings. anchor tracks to jamb studs with clip angles or by welding, and space jack studs same as full-height wall studs.
- H. Install supplementary framing, blocking, and bracing in stud framing indicated to support fixtures, equipment, services, casework, heavy trim, furnishings, and similar work requiring attachment to framing.
  - 1. Where type of supplementary support is not indicated, comply with stud manufacturer's recommendations and industry standards in each case, considering weight or load resulting from item supported.
- I. Install horizontal bridging in stud system, spaced in rows not more than 48 inches (1219 mm) apart. Fasten at each stud intersection.
  - 1. Bridging: Cold-rolled steel channel, clip angle fastened to webs of punched studs.
- J. Install steel-sheet diagonal bracing straps to both stud flanges, terminate at and fasten to reinforced top and bottom track. Fasten clip-angle connectors to multiple studs at ends of bracing and anchor to structure.
- K. Install miscellaneous framing and connections, including supplementary framing, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

### 3.4 NONLOAD-BEARING CURTAINWALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure as indicated.
- B. Squarely seat studs against webs of top and bottom tracks. Fasten both flanges of studs

to top and bottom track, unless otherwise indicated. Space studs as follows:

1. Stud Spacing: As indicated.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate steel framing from building structure at locations indicated to prevent transfer of vertical loads while providing lateral support.
1. Install deflection track or clips and anchor to building structure.
- E. Install horizontal bridging in curtainwall studs, spaced in rows not more than 48 inches (1219 mm) apart. Fasten at each stud intersection.
1. Install additional row of horizontal bridging in curtainwall stud beneath deflection track when curtainwall studs are not fastened to an additional top track.
  2. Bridging: Cold-rolled steel channel, clip angle fastened to webs of punched studs.
  3. Install Steel Sheet: diagonal bracing straps to both stud flanges, terminate at and fasten to reinforced top and bottom track. Fasten clip angle connectors to multiple studs at ends of bracing and anchor to structure.
- F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, fasteners, and stud girts, to provide a complete and stable curtainwall-framing system.

### 3.5 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanizing repair paint according to ASTM A 780 and the manufacturer's instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer to ensure that cold-formed metal framing is without damage or deterioration at the time of Substantial Completion.

END OF SECTION

## **SECTION 06 10 00**

### **ROUGH CARPENTRY**

#### **PART 1 GENERAL**

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

- A. Rough opening framing for doors and windows
- B. Roofing nailers.
- C. Concealed wood blocking, nailers, and supports.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- B. PS 20 - American Softwood Lumber Standard 2021.

##### **1.03 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

#### **PART 2 PRODUCTS**

##### **2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Southern Pine, unless otherwise indicated.
  - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
  - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at [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.

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

- A. Sizes: Nominal sizes 2x, .
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

##### **2.03 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.

- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including shims, bracing, and blocking.

### 3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to authorities having jurisdiction may be used in lieu of solid wood blocking.
- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. 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.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- F. Provide the following specific nonstructural framing and blocking:
  - 1. Cabinets and shelf supports.
  - 2. Grab bars.
  - 3. Towel and bath accessories.
  - 4. Wall-mounted door stops.

END OF SECTION

## SECTION 06 16 00

### SHEATHING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Wall sheathing.
  - 2. Sheathing joint-and-penetration treatment.
  - 3. Flexible flashing at openings in sheathing.

##### 1.2 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment and fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements.

##### 1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria":
  - 1. Plywood.
  - 2. Oriented strand board.

##### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

#### PART 2 - PRODUCTS

##### 2.1 WOOD PANEL PRODUCTS, GENERAL

- A. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.

##### 2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPA C9.

- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

### 2.3 WALL AND ROOF SHEATHING

- A. Plywood Sheathing: Exterior Exposure 1 sheathing.

### 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated.
  - 1. For wall and roof sheathing panels, provide fasteners with corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

### 2.5 WEATHER-RESISTANT BARRIER

- A. Self-adhered membrane:
  - 1. Vapor permeable.
  - 2. Water resistive air barrier.
  - 3. Class A flame spread.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
  - 3. Table 2306.4.1, "Allowable Shear for Wood Structural Panel Shear Walls" in ICC's "International Building Code".
  - 4. Table 2306.4.5 "Allowable Shear for Wind or Seismic Forces for Shear Walls of Lath and Plaster or Gypsum Board Wood Framed Assemblies" in ICC's "International Building Code".
- B. Coordinate sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that exclude exterior moisture.
- C. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

### 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial."

1. Comply with "Code Plus" installation provisions in guide referenced in paragraph above.
- B. Fastening Methods: Fasten panels as indicated below:
  1. Wall and Roof Sheathing: Nail to wood framing.

END OF SECTION

This page intentionally left blank.

## SECTION 07 21 00

### THERMAL INSULATION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Batt insulation.
  - 2. Rigid insulation board.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 09 Section indicated below for insulation installed as part of wood-framed wall and partition assemblies:
    - a. "Gypsum Board Assemblies."

##### 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of insulation product specified.

##### 1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Insulation Products: Obtain each type of building insulation from a single source with resources to provide products complying with requirements indicated without delaying the Work.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated on Drawings or specified elsewhere in this Section as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
  - 1. Surface-Burning Characteristics: ASTM E 84.
  - 2. Fire-Resistance Ratings: ASTM E 119.
  - 3. Combustion Characteristics: ASTM E 136.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide insulation products by one of the following, or approved equal:
  - 1. Glass-Fiber (Batt) Insulation:
    - a. CertainTeed Corporation.
    - b. Knauf Fiber Glass GmbH.
    - c. Owens-Corning Fiberglas Corporation.
    - d. Schuller International, Inc.

### 2.2 INSULATING MATERIALS

- A. General: Provide insulating materials that comply with requirements and with referenced standards.
  - 1. Preformed Units: Sizes to fit applications indicated; selected from manufacturer's standard thicknesses, widths, and lengths.
- B. Faced Mineral-Fiber Blanket Insulation: Thermal insulation combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665, Type I (blankets with membrane facing).
  - 1. Mineral-Fiber Type: Fibers manufactured from glass, slag wool, or rock wool.
  - 2. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indices of 25 and 50, respectively.

### 2.3 VAPOR RETARDERS

- A. Polyethylene Vapor Retarder: ASTM D 4397, 10 mils thick, with maximum permeance rating of 0.13 perm.
- B. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor retarder manufacturer for sealing joints and penetrations in vapor retarder.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements of Sections in which substrates and related work are specified and to determine if other conditions affecting performance of insulation are satisfactory. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrates of substances harmful to insulations or vapor retarders, including removing projections capable of puncturing vapor retarders or that interfere with insulation attachment.
- B. Close off openings in cavities receiving poured-in-place insulation to prevent escape of insulation. Provide bronze or stainless-steel screens (inside) where openings must be maintained for drainage or ventilation.

### 3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, unsoiled, and has not been exposed at any time to ice and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Apply single layer of insulation to produce thickness indicated.
- E. Apply single layer of insulation to produce thickness indicated, unless multiple layers are otherwise shown or required to make up total thickness.

### 3.4 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for firestopping.
  - 1. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.

- C. Set reflective, foil-faced units with not less than 0.75-inch (19-mm) air space in front of foil as indicated.
- D. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements:
  - 1. Use blanket widths and lengths that fill cavities formed by framing members. Where more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
  - 2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
- E. Stuff glass-fiber loose-fill insulation into miscellaneous voids and cavity spaces where shown. Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).

### 3.6 PROTECTION

- A. General: Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

## SECTION 07 24 00

### EXTERIOR INSULATION AND FINISH SYSTEMS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Exterior insulation and finish system applied over gypsum sheathing substrate.

##### 1.2 SUBMITTALS

- A. Delegated Design Product Submittals: Required.

#### PART 2 - PRODUCTS

##### 2.1 EXTERIOR INSULATION AND FINISH SYSTEM

- A. Extruded Polystyrene Insulation:
  - 1. ASTM C578, Type I.
  - 2. Thickness: As indicated on Drawings.
- B. Base Coat: Cementitious, a liquid polymer based material.
- C. Reinforcing Mesh:
  - 1. Interwoven glass-fiber mesh, types as recommended by manufacturer for each location and substrate.
  - 2. Impact-Resistant Mesh: Minimum 400 lbs/in.
- D. Finish Coat: EIMA Class PB; polymer base.

##### 2.2 ACCESSORIES

- A. Insulation Adhesive: As recommended by manufacturer.
- B. Trim and Control Joints: Galvanized steel.
- C. Sealant Materials: As recommended by coating manufacturer.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

A. Insulation:

1. Secure boards to substrate by adhesive.

B. Coatings:

1. Install trim and control joints.
2. Apply base coat and fully embed reinforcement.
3. Apply finish to uniform texture and color.
4. Seal perimeter and control joints.

END OF SECTION

## SECTION 07 92 00

### JOINT SEALANTS

#### PART 1 GENERAL

##### 1.01 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants 2017.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- D. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2022.

##### 1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
  1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  2. List of backing materials approved for use with the specific product.
  3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  4. Substrates the product should not be used on.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
  1. ADFAST Corporation
  2. Everkem Diversified Products, Inc.
  3. Franklin International, Inc.
  4. Pecora Corporation
  5. Sherwin-Williams Company

##### 2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
  1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
    - a. Wall expansion and control joints.
    - b. Joints between door, window, and other frames and adjacent construction.
    - c. Joints between different exposed materials.
    - d. Openings below ledge angles in masonry.
    - e. Other joints indicated below.
  2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
    - a. Joints between door, window, and other frames and adjacent construction.

- b. Other joints indicated below.
- 3. Do not seal the following types of joints.
  - a. Intentional weepholes in masonry.
  - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
  - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
  - d. Joints where installation of sealant is specified in another section.
  - e. Joints between suspended panel ceilings/grid and walls.

B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.

C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

- 1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.

### 2.03 JOINT SEALANTS - GENERAL

A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content.

### 2.04 NONSAG JOINT SEALANTS

A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.

- 1. Movement Capability: Plus and minus 25 percent, minimum.
- 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
- 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
- 4. Color: Match adjacent finished surfaces.

B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.

- 1. Movement Capability: Plus and minus 25 percent, minimum.
- 2. Color: To be selected by Architect from manufacturer's standard range.
- 3. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).

C. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.

- 1. Color: To be selected by Architect from manufacturer's standard range.
- 2. Grade: ASTM C834; Grade 0 Degrees F (Minus 18 Degrees C).

### 2.05 ACCESSORIES

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

#### 3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

#### 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. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

This page intentionally left blank.

## SECTION 08 12 13

### HOLLOW METAL FRAMES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Interior hollow metal frames

##### 1.02 RELATED REQUIREMENTS

- A. Section 08 14 16 - Flush Wood Doors.
- B. Section 08 71 00 - Door Hardware.
- C. Section 09 91 23 - Interior Painting.

##### 1.03 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors 2018.
- C. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100) 2017.
- D. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames 2020.
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- F. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
- G. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- H. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames 2016.
- I. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- J. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames 2002.
- K. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames 2011.
- L. NAAMM HMMA 840 - Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames 2017.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- C. Manufacturer's Qualification Statement.
- D. Installer's Qualification Statement.

##### 1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.

- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with applicable requirements and in compliance with standards and/or custom guidelines as indicated.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

### PART 2 PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

- A. Refer to Door and Frame Schedule on drawings for frame sizes, fire ratings, sound ratings, finishing, door hardware to be installed, and other variations, if any.
- B. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
- C. Accessibility: Comply with ICC A117.1 and ADA Standards.
- D. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior frame that is also indicated as being sound-rated must comply with the requirements specified for exterior frames and for sound-rated frames; where two requirements conflict, comply with the most stringent.
- E. Hardware Preparations, Selections and Locations: Comply with BHMA A156.115, NAAMM HMMA 830, NAAMM HMMA 831 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

#### 2.02 HOLLOW METAL DOOR FRAMES WITH INTEGRAL CASINGS

- A. Frame Finish: Factory primed and field finished.
- B. Interior Door Frames, Non-Fire Rated: Knock-down type.
  - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    - a. Level 1 - Standard-duty.
    - b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
    - c. Frame Metal Thickness: 16 gauge, 0.053 inch (1.3 mm), minimum.

#### 2.03 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

#### 2.04 ACCESSORIES

- A. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

- C. Verify that finished walls are in plane to ensure proper door alignment.

### 3.02 INSTALLATION

- A. Install frames in accordance with manufacturer's instructions and related requirements of specified frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Install door hardware as specified in Section 08 71 00.

### 3.03 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch (1.6 mm) measured with straight edges, crossed corner to corner.

END OF SECTION

This page intentionally left blank.

## SECTION 08 14 16

### FLUSH WOOD DOORS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes solid core doors as follows:
  - 1. Doors with wood-veneer faces and factory finishing.

##### 1.2 SUBMITTALS

- A. Product Data: For each type of door. Include factory-finishing specifications.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details; location and extent of hardware blocking; mortises, holes, and cutouts; requirements for veneer matching; factory finishing; fire ratings; and other pertinent data.
- C. Samples: For each face material and finish.

##### 1.3 QUALITY ASSURANCE

- A. Quality Standard: Comply with NWWDA I.S.1-A, "Architectural Wood Flush Doors."

#### PART 2 - PRODUCTS

##### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. GRAHAM Manufacturing Corp.
  - 2. Mohawk Flush Doors, Inc.
  - 3. Weyerhaeuser Company.

##### 2.2 DOOR CONSTRUCTION

- A. Doors for Factory Finish:
  - 1. Grade: Premium, with Grade AA faces.
  - 2. Species and Cut: White birch, rotary cut.
  - 3. Match between Veneer Leaves: Book match.
  - 4. Assembly of Veneer Leaves on Door Faces: Center balance match.
  - 5. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.

## 2.3 FABRICATION

- A. Fabricate doors in sizes indicated for Project-site fitting.
- B. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting. Comply with requirements in NFPA 80 for fire-rated doors.
- C. Factory machine doors for hardware that is not surface applied.
  - 1. Metal Astragals: Premachine astragals and formed-steel edges for hardware for pairs of fire-rated doors.
- D. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standards for kind(s) of door(s) required.
  - 1. Light Openings: Trim openings with moldings of material and profile indicated.
  - 2. Louvers: Factory install louvers in prepared openings.

## 2.4 FACTORY FINISHING

- A. General: Finish doors at factory that are indicated to receive finish from manufacturer's full color range.
- B. Grade: Premium.
- C. Finish: NWWDA I.S.1-A System TR-6 catalyzed polyurethane.
- D. Effect: Open-grain finish.
- E. Sheen: Satin.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install doors to comply with manufacturer's written instructions, referenced quality standard, and as indicated.
- B. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal cut surfaces after fitting and machining.
  - 1. Comply with NFPA 80 for fire-rated doors.
  - 2. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 3/4 inch from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 3/4 inch from bottom of door to top of threshold unless otherwise indicated.

- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

END OF SECTION

This page intentionally left blank.

## SECTION 08 71 00

### DOOR HARDWARE

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.
- B. This Section includes the following:
  - 1. Hinges.
  - 2. Pivots.
  - 4. Lock cylinders and keys.
  - 5. Lock and latch sets.
  - 6. Bolts.
  - 7. Exit devices.
  - 8. Push/pull units.
  - 9. Closers.
  - 10. Overhead holders.
  - 11. Miscellaneous door control devices.
  - 12. Door trim units.
  - 13. Protection plates.
  - 15. Weatherstripping for exterior doors.
  - 16. Sound stripping for interior doors.
  - 17. Astragals or meeting seals on pairs of doors.
  - 18. Thresholds.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 8 Section "Hollow Metal Doors and Frames" for silencers integral with hollow metal frames.
  - 2. Division 8 Section "Flush Wood Doors" for factory prefabricating and factory pre-machining of doors for door hardware.
  - 3. Division 8 Section "Aluminum Entrances and Storefronts".

##### 1.3 HARDWARE ALLOWANCE

- A. Selection and Ordering: Furnish door hardware as selected by Architect and other

general provisions of the Contract. Owner will provide and install electronic security entrance system devices at guest entry doors and exterior doors accessible to the public.

B. Door hardware supplier's responsibilities shall be as follows:

1. Submittals: Submit through Contractor required product data, final hardware schedule, separate keying schedule, and samples as specified in this Section, unless otherwise indicated.
2. Construction Schedule: Inform Contractor promptly of estimated times and dates that will be required to process submittals, to furnish templates, to deliver hardware, and to perform other work associated with furnishing door hardware for purposes of including this data in construction schedule. Comply with this schedule.
3. Coordination and Templates: Assist Contractor as required to coordinate hardware with other work in respect to both fabrication and installation. Furnish Contractor with templates and deliver hardware to proper locations.
4. Product Handling: Package, identify, deliver, and inventory door hardware specified in this Section.
5. Discrepancies: Based on requirements indicated in Contract Documents in effect at time of door hardware selection, furnish types, finishes, and quantities of door hardware, including fasteners, and Owner's maintenance tools required to comply with specified requirements and as needed to install and maintain hardware. Furnish or replace any items of door hardware resulting from shortages and incorrect items at no cost to the Owner or Contractor. Obtain signed receipts from Contractor for all delivered materials.

C. Contractor's responsibilities shall be as follows:

1. Submittals: Coordinate and process submittals for door hardware in same manner as submittals for other work.
2. Construction Schedule: Cooperate with door hardware supplier in establishing scheduled dates for submittals and delivery of templates and door hardware. Incorporate in construction schedule the times and dates related to furnishing hardware by door hardware supplier.
3. Coordination: Coordinate door hardware with other Work. Furnish hardware supplier or manufacturer, including Owner retained electronic security device supplier, with shop drawings of other work where required or requested. Verify completeness and suitability of hardware with supplier.
4. Product Handling: Provide secure lock-up for hardware delivered to the site. Inventory hardware jointly with representative of hardware supplier and issue signed receipts for all delivered materials.
5. Installation Information: The general types and approximate quantities of hardware required for this Project are indicated at the end of this Section in order to establish Contractor's costs for installation and other work not included in allowance.

#### 1.4 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division

1 Specification sections.

- B. Product data including manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- C. Final hardware schedule coordinated with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  - 1. Final Hardware Schedule Content: Based on hardware indicated, organize schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:
    - a. Type, style, function, size, and finish of each hardware item.
    - b. Name and manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of each hardware set cross referenced to indications on Drawings both on floor plans and in door and frame schedule.
    - e. Explanation of all abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for hardware.
    - g. Door and frame sizes and materials.
    - h. Keying information.
  - 2. Submittal Sequence: Submit final schedule at earliest possible date particularly where acceptance of hardware schedule must precede fabrication of other work that is critical in the Project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by door hardware, and other information essential to the coordinated review of schedule.
  - 4. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.

1.5 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer.
- B. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the Project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that employs an experienced architectural hardware consultant (AHC) who is available to Owner, Architect, and Contractor, at reasonable times during the course of the Work, for consultation.
  - 1. Require supplier to meet with Owner to finalize keying requirements and to obtain final instructions in writing.
- C. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by UL, Warnock Hersey, FM, or other testing and inspecting organization acceptable to

authorities having jurisdiction for use on types and sizes of doors indicated in compliance with requirements of fire-rated door and door frame labels.

#### 1.6 PRODUCT HANDLING

- A. Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- B. Packaging of door hardware is responsibility of supplier. As material is received by hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packed in same container.
- C. Inventory door hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.
- D. Deliver individually packaged door hardware items promptly to place of installation (shop or Project site).
- E. Provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items that are not immediately replaceable so that completion of the Work will not be delayed by hardware losses both before and after installation.

#### 1.7 MAINTENANCE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following
  - 1. Butts and Hinges:
    - a. Hager Hinge Co.
    - b. McKinney Products Co., (ASSA Abloy).
    - c. Best, (dormakaba).
    - d. Ives, (Allegion).
  - 2. Pivots:
    - a. Glynn-Johnson Corp., (Allegion).
    - b. Hager Hinge Co.
    - c. LCN, (Allegion).

- d. Rixson-Firemark, (ASSA Abloy)
  - e. Dorma, (dormakaba).
3. Key Control System:
- a. Key Control Systems, Inc.
  - b. Telkee Inc.
4. Cylinders and Locks:
- a. Best Lock Corp., (dormakaba).
  - b. Corbin & Russwin Architectural Hardware (ASSA Abloy).
  - c. Sargent Manufacturing Company, (ASSA Abloy).
  - d. Schlage Lock, (Allegion).
5. Bolts:
- a. Burns Manufacturing
  - b. Glynn-Johnson Corp., (Allegion).
  - c. Hager Hinge Co.
  - d. Ives, (Allegion).
  - e. Rockwood Manufacturing, (ASSA Abloy).
  - f. Trimco Hardware.
6. Exit/Panic Devices:
- a. Precision Hardware, Inc., (dormakaba).
  - b. Sargent Manufacturing Company, (ASSA Abloy).
  - c. Von Duprin, (Allegion).
  - d. Detex Manufacturing.
7. Push/Pull Units:
- a. Burns Manufacturing.
  - b. Rockwood Manufacturing, (ASSA Abloy).
  - c. Ives, (Allegion).
  - d. Trimco Hardware.
8. Overhead Closers:
- a. Best, (dormakaba).
  - b. Dorma Door Controls, (dormakaba).
  - c. LCN, (Allegion).
  - d. Norton Door Controls, (ASSA Abloy).
  - e. Sargent Manufacturing Company, (ASSA Abloy).
11. Door Control Devices:
- a. Burns Manufacturing
  - b. Trimco Hardware

- c. Glynn-Johnson Corp., (Allegion).
  - d. Hager Hinge Co.
  - e. Ives, (Allegion).
  - f. Rockwood Manufacturing.
12. Kick, Mop, and Armor Plates:
- a. Trimco Hardware.
  - b. Burns Manufacturing.
  - c. Hager Hinge Co.
  - d. Hiawatha, Inc.
  - e. Ives.
14. Door Stripping and Seals:
- a. National Guard Products, Inc.
  - b. Pemko Manufacturing Co., Inc.
  - c. Reese Enterprises, Inc.
  - d. Sealeze Corp.
  - e. Zero International, Inc.
15. Thresholds:
- a. b. National Guard Products, Inc.
  - b. Pemko Manufacturing Co., Inc.
  - c. Reese Enterprises, Inc.
  - d. Sealeze Corp.
  - e. Zero International, Inc.
16. Sound Stripping:
- a. National Guard Products, Inc.
  - b. Pemko Manufacturing Co., Inc.
  - c. Reese Enterprises, Inc.
  - d. Zero International, Inc.
17. Astragals:
- a. National Guard Products, Inc.
  - b. Pemko Manufacturing Co., Inc.
  - c. Reese Enterprises, Inc.
  - d. Zero International, Inc.

## 2.2 MATERIALS AND FABRICATION

- A. Manufacturer's Name Plate: Do not use manufacturers' products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise acceptable to Architect.

1. Manufacturer's identification will be permitted on rim of lock cylinders only.
- B. Base Metals: Produce hardware units of basic metal and forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units by applicable ANSI/BHMA A156 series standards for each type of hardware item and with ANSI/BHMA A156.18 for finish designations indicated. Do not furnish "optional" materials or forming methods for those indicated, except as otherwise specified.
- C. Base Metals: Produce hardware units of basic metal and forming method indicated using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units for finish designations indicated.
- D. Fasteners: Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation. Do not provide hardware that has been prepared for self-tapping sheet metal screws, except as specifically indicated.
- E. Furnish screws for installation with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
- F. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work adequately to fasten the hardware securely. Where thru-bolts are used as a means of reinforcing the work, provide sleeves for each thru-bolt or use sex screw fasteners.

### 2.3 HINGES, BUTTS, AND PIVOTS

- A. Templates: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
- B. Screws: Provide Phillips flat-head screws complying with the following requirements:
  1. For metal doors and frames install machine screws into drilled and tapped holes.
  2. For wood doors and frames install wood screws.
  3. For fire-rated wood doors install #12 x 1-1/4-inch (32-mm), threaded-to-the-head steel wood screws.
  4. Finish screw heads to match surface of hinges or pivots.
- C. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
  1. Out-Swing Exterior Doors: Nonremovable pins.
  2. Out-Swing Corridor Doors with Locks: Nonremovable pins.
  3. Interior Doors: Non rising pins.

4. Tips: Flat button and matching plug, finished to match leaves, except where hospital tip (HT) indicated.
- D. Number of Hinges: Provide not less than 3 hinges per door leaf for doors 90 inches (2250 mm) or less in height and one additional hinge for each 30 inches (750 mm) of additional height.
  1. Fire-Rated Doors: Not less than 3 hinges per door leaf for doors 86 inches (2150 mm) or less in height with same rule for additional hinges.

#### 2.4 LOCK CYLINDERS AND KEYING

- A. Existing System: Grandmasterkey the locks to the Owner's existing system, with a new masterkey for the Project. The Owner's existing system is "Best" "Cormax". Locks, Best Model 9K3. Final cores to be furnished by owner.
- B. Review the keying system with the Owner and provide the type required (master, grandmaster or great-grandmaster), either integrated with Owner's existing system.
- C. Prepare all locksets and cylinders to receive 7-pin interchangeable Cormax tumbler cylinder with construction masterkey feature that permits voiding of construction keys without cylinder removal, or equip locks with cylinders for interchangeable-core pin tumbler inserts. Furnish only temporary inserts for the construction period, and remove these when directed.
  1. Final cores and keys to be furnished by and installation by Owner.
- D. Metals: Construct lock cylinder parts from stainless steel.
- E. Comply with Owner's instructions for masterkeying and, except as otherwise indicated, provide individual change key for each lock that is not designated to be keyed alike with a group of related locks.
  1. Permanently inscribe each key with number of lock that identifies cylinder manufacturer's key symbol, and notation, "DO NOT DUPLICATE."
- F. Key Material: Provide keys of nickel silver only.
- G. Key Quantity: Furnish 3 change keys for each lock, 5 master keys for each master system, and 5 grandmaster keys for each grandmaster system.
  1. Furnish one extra blank for each lock.
  2. Deliver keys to Owner.

#### 2.5 LOCKS, LATCHES, AND BOLTS

- A. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set, unless otherwise indicated.

1. Provide flat lip strikes for locks with 3-piece, antifriction latch bolts as recommended by manufacturer.
  2. Provide extra long strike lips for locks used on frames with applied wood casing trim.
  3. Provide recess type top strikes for bolts locking into head frames, unless otherwise indicated.
  4. Provide dust-proof strikes for foot bolts, except where special threshold construction provides non recessed strike for bolt.
  5. Provide roller type strikes where recommended by manufacturer of the latch and lock units.
- B. Lock Throw: Provide 5/8-inch (16-mm) minimum throw of latch on pairs of doors. Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.
1. Provide 1/2-inch (13-mm) minimum throw of latch for other bored, 3/4-inch (19-mm) minimum throw of latch for mortise locks. Provide 1-inch (25-mm) minimum throw for all dead bolts.
- C. Flush Bolt Heads: Minimum of 1/2-inch- (13-mm-) diameter rods of brass, bronze, or stainless steel with minimum 12-inch- (300-mm-) long rod for doors up to 84 inches (2100 mm) in height. Provide longer rods as necessary for doors exceeding 84 inches (2100 mm) in height.
- D. Exit Device Dogging: Except on fire-rated doors where closers are provided on doors equipped with exit devices, equip the units with keyed dogging device to keep the latch bolt retracted, when engaged.

## 2.6 PUSH/PULL UNITS

- A. Exposed Fasteners: Provide manufacturer's standard exposed fasteners for installation, thru-bolted for matched pairs but not for single units.
- B. Concealed Fasteners: Provide manufacturer's special concealed fastener system for installation, thru-bolted for matched pairs but not for single units.

## 2.7 CLOSERS AND DOOR CONTROL DEVICES

- A. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit depending on size of door, exposure to weather, and anticipated frequency of use.
1. Provide parallel arms for all overhead closers, except as otherwise indicated.
- B. Access-Free Manual Closers: Where manual closers are indicated for doors required to be accessible to the physically handicapped, provide adjustable units complying with ANSI A117.1 provisions for door opening force and delayed action closing.

## 2.8 DOOR TRIM UNITS

- A. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units

consisting of either machine screws or self-tapping screws.

- B. Fabricate protection plates not more than 1-1/2 inches (38 mm) less than door width on hinge side and not more than 1/2 inch (13 mm) less than door width on pull side by height indicated.

- 1. Metal Plates: Stainless steel, 0.050 inch (U.S. 18 gage) (1.3 mm).

## 2.9 HARDWARE FOR INTERIOR SLIDING DOORS

- A. General: Provide manufacturer's standard hardware for interior sliding doors when not furnished as part of complete door package.
- B. Operating Hardware for Pocket Doors: Provide manufacturer's complete set consisting of extruded aluminum or galvanized steel overhead track, adjustable hangers (carriages), galvanized steel split-jambs and split-studs, wood nailers for head track, jambs and studs, galvanized steel brackets for assembly and attachment to floor and wall framing, bumpers, and nylon floor guides designed to accommodate the number (single and biparting), size, thickness, and weight of door leaves indicated. Provide flush pull and edge pull for each door leaf.

## 2.10 WEATHERSTRIPPING AND SEALS

- A. General: Provide continuous weatherstripping on exterior doors and smoke, light, or sound seals on interior doors where indicated or scheduled. Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.
- B. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strip is easily replaceable and readily available from stocks maintained by manufacturer.
- C. Weatherstripping at Jambs and Heads: Provide bumper-type resilient insert and metal retainer strips, surface applied unless shown as mortised or semimortised, and of following metal, finish, and resilient bumper material:
  - 1. Extruded aluminum with natural anodized finish, 0.062-inch (1.6-mm) minimum thickness of main walls and flanges.
  - 2. Solid neoprene conforming to MIL R 6855, Class II, Grade 40.
    - a. Flexible, hollow bulb or loop insert.
- D. Weatherstripping at Door Bottoms: Provide threshold consisting of contact-type resilient insert and metal housing of design and size shown and of following metal, finish, and resilient seal strip:
  - 1. Extruded aluminum with natural anodized finish, 0.062-inch (1.6-mm) minimum thickness of main walls and flanges.
  - 2. Flexible vinyl wiper or sweep seal strip.

## 2.11 THRESHOLDS

- A. General: Except as otherwise indicated, provide standard metal threshold unit of type, size, and profile as shown or scheduled.
- B. Exterior Hinged or Pivoted Doors: Provide units not less than 4 inches (100 mm) wide, formed to accommodate change in floor elevation where indicated, fabricated to accommodate door hardware and to fit door frames, and as follows:
  - 1. For in-swinging doors provide units with interlocking lip and interior drain channel; include hook on bottom edge of door and drain pan.
  - 2. For out-swinging doors provide units with interlocking lip and with hook on bottom edge of door to act as weather bar.
  - 3. For out-swinging doors provide rabbeted type units with replaceable weatherstrip insert in stop.

## 2.12 HARDWARE FINISHES

- A. Match items to the manufacturer's standard color and texture finish for the latch and lock sets (or push-pull units if no latch or lock sets).
- B. Provide finishes that match those established by BHMA or, if none established, match the Architect's sample.
- C. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- D. Provide protective lacquer coating on all exposed hardware finishes of brass, bronze, and aluminum, except as otherwise indicated.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Mount hardware units at heights indicated in following applicable publications, except as specifically indicated or required to comply with governing regulations and except as otherwise directed by Architect.
  - 1. "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute.
  - 2. "Recommended Locations for Builders Hardware for Custom Steel Doors and Frames" by the Door and Hardware Institute.
  - 3. NWWDA Industry Standard I.S.1.7, "Hardware Locations for Wood Flush Doors."
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Where cutting and fitting is required to install hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation or application of surface protection with finishing work specified in the Division 9 Sections. Do not install surface-mounted items until finishes

have been completed on the substrates involved.

- C. Set units level, plumb, and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- E. Set thresholds for exterior doors in full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements specified in Division 7 Section "Joint Sealers."
- F. Weatherstripping and Seals: Comply with manufacturer's instructions and recommendations to the extent installation requirements are not otherwise indicated.

### 3.2 ADJUSTING, CLEANING, AND DEMONSTRATING

- A. Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made.
  - 1. Where door hardware is installed more than one month prior to acceptance or occupancy of a space or area, return to the installation during the week prior to acceptance or occupancy and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Instruct Owner's personnel in the proper adjustment and maintenance of door hardware and hardware finishes.

### 3.3 HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
- B. Manufacturer's Abbreviations:
  - 1. BEs - Best Locking Systems
  - 2. DOR - Dorma
  - 3. NGP - National Guard Products
  - 4. PRE - Precision Hardware
  - 5. RCI - Rutherford Controls

HARDWARE SET: 01				
DOORS #:				
6	HINGES	FBB168 4.5 x 4.5 NRP	US26D	BES
1	VERTICAL ROD PANIC DEVICE	2208 x 4908D LBR	630	PRE
1	CYLINDER & CORE	RIM TYPE	626	BES
1	VERTICAL ROD PANIC DEVICE	2201 x 4902D LBR	630	PRE
2	DOOR CLOSERS	8916 FC DS BSHD	689	DOR
2	KICK PLATES	K0050 10" x 2" LDW .050 B4E CSK	630	TRE
1	GASKETING	2525 (HEAD & JAMBS)	CHA	NGP

HARDWARE SET: 02				
DOOR#:				
QTY	DESCRIPTION	PRODUCT	FIN.	MAN.
3	HINGES	FBB179 4.5 x 4.5	US26D	BES
1	PRIVACY SET	45H0L14D VIB	626	BRS
1	KICK PLATE	K0050 10" x 2" LDW .050 B4E CSK	630	TRM
1	MOP PLATE	KM050 4" x 1" LDW .050 B4E CSK	630	TRM
1	WALL BUMPER	1270CXSV	626	TRM
3	DOOR SILENCERS	1229A	GRY	TRM

END OF SECTION

This page intentionally left blank.

## SECTION 09 21 16

### GYPSUM BOARD ASSEMBLIES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

##### 1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 07 92 00 - Joint Sealants.

##### 1.03 REFERENCE STANDARDS

- A. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members 2018.
- B. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products 2020.
- C. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board 2020.
- D. 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 2022.
- E. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base 2019.
- F. ASTM C1396/C1396M - Standard Specification for Gypsum Board 2017.
- G. GA-216 - Application and Finishing of Gypsum Panel Products 2021.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.

#### PART 2 PRODUCTS

##### 2.01 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
  - 1. ClarkDietrich.
  - 2. Steel Construction Systems.
  - 3. Supreme Steel Framing System Association; Supreme Stud.
- B. Non-structural 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/120 at 5 psf (L/120 at 240 Pa).
  - 1. Studs: C-shaped with knurled or embossed faces.
  - 2. Runners: U shaped, sized to match studs.

##### 2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:

1. CertainTeed Corporation
  2. National Gypsum Company
  3. USG Corporation
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  2. Thickness:
    - a. Vertical Surfaces: 5/8 inch (16 mm).

### 2.03 GYPSUM WALLBOARD ACCESSORIES

- A. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
1. L-Trim with Tear-Away Strip: Sized to fit 1/2 inch (13 mm) thick gypsum wallboard.
- B. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch (0.84 to 2.84 mm) in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

## 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. Studs: Space studs at 24 inches on center (at 600 mm on center).
1. Extend partition framing to structure in all locations.

### 3.03 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

### 3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

### 3.05 JOINT TREATMENT

- A. 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.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

END OF SECTION

## SECTION 09 30 13

### CERAMIC TILE

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Porcelain tile.
  - 2. Glazed ceramic wall tile.
  - 2. Waterproof membrane for thin-set tile installations.
  - 3. Stone thresholds.

##### 1.2 RELATED SECTIONS

- A. 09 21 16 "Gypsum Board Assemblies."
- B. 09 30 50 "Tile Setting Materials and Accessories."

##### 1.3 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints.
- C. Samples:
  - 1. Each type, composition, and finish of tile.
  - 2. Full range of colors for selection by the owner.

##### 1.4 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under sample Submittals.
  - 1. Build mockup of each type of wall tile installation.
  - 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

##### 1.5 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed, for each type, composition, color, pattern, and size indicated.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

### 2.2 TILE PRODUCTS

- A. Manufacturers:
1. American Marazzi Tile, Inc.
  2. American Olean; Div. of Dal-Tile International Corp.
  3. Buchtal Corporation USA.
  4. Cerim-Floor Gres Ceramiche.
  5. Crossville Ceramics Company, L.P.
  6. Daltile; Div. of Dal-Tile International Inc.
  7. Florida Tile Industries, Inc.
  8. GranitiFiandre.
  9. Interceramic.
  10. KPT, Inc.
  11. Laufen USA.
  12. Lone Star Ceramics Company.
  13. Metropolitan Ceramics.
  14. Monarch Tile, Inc.
  15. Porcelanite, Inc.
  16. Quarry Tile Company.
  17. Seneca Tiles, Inc.
  18. Summitville Tiles, Inc.
  19. United States Ceramic Tile Company.
  20. Winburn Tile Manufacturing Company.
- B. ANSI Ceramic Tile Standard: Provide Standard grade tile that complies with ANSI A137.1, "Specifications for Ceramic Tile," for types, compositions, and other characteristics indicated.
- C. Wall Tile: Basis-of-Design:
1. Wall tile: Daltile, 6x6 – matte finish – Field: 0766 Urban Putty; Accent: 0744 Artesian Brown; Grout; Mapai #35 Navajo Brown.
- D. Wall & Floor Tile Trim Units: Basis of Design:
1. Floor and wall corners: Schluter Trim

E Floor Tile: Basis of Design:

1. Floor tile: Daltile, Industrial Park – Field: IP06 Natural Beige; Accent: IP08 Chestnut Brown, provide pattern detail in drawings.

2.3 ACCESSORY MATERIALS

A. Thresholds: Fabricate to provide transition between adjacent floor finishes. Bevel edges at 1:2 slope, limit height of bevel to 1/4 inch (12.7 mm) or less, and finish bevel to match face of threshold.

1. Marble Thresholds: ASTM C 503 with a minimum abrasion resistance of 10 per ASTM C 1353 or ASTM C 241 and with honed finish.
  - a. Description: Uniform, fine- to medium-grained white stone with gray veining. Grade A First Quality, Free from cracks, chips, stains or defects.

B. Waterproofing and Crack-Suppression Membranes for Thin-Set Tile Installations: Manufacturer's standard product that complies with ANSI A118.10, selected from the following] and approved by Manufacturer.

1. Chlorinated-Polyethylene-Sheet Product: Nonplasticized, chlorinated polyethylene faced on both sides with nonwoven polyester fabric, 0.030-inch (0.76-mm) nominal thickness.
  - a. Basis of Design Product: Noble Company (The); Nobleseal TS.
2. PVC-Sheet Product: Two layers of PVC sheet heat-fused together and to facings of bondable nonwoven polyester, 0.040-inch (1.01-mm) nominal thickness.
  - a. Basis of Design Product: Compotite Corporation; Composeal Gold.
3. Polyethylene-Sheet Product: Polyethylene faced on both sides with fleece webbing, 0.008-inch (0.203-mm) nominal thickness.
  - a. Basis of Design Product: Schluter Systems L.P.; KERDI.
4. Corrugated-Polyethylene Product: Polyethylene with dovetail-shaped corrugations and with anchoring webbing on the underside, 3/16-inch (4-mm) nominal thickness.
  - a. Basis of Design Product: Schluter Systems L.P.; DITRA.
5. Fabric-Reinforced, Modified-Bituminous Sheet Product: SBS-modified-bituminous sheet with woven reinforcement facing, 0.040-inch (1.01-mm) nominal thickness.
  - a. Basis of Design Product: National Applied Construction Products, Inc.; Strataflex.
6. Fabric-Reinforced, Fluid-Applied Product: Liquid-latex rubber with fabric reinforcement.
  - a. Basis of Design Products:

- 1) Custom Building Products; Trowel & Seal Waterproofing and Anti-Fracture Membrane.
  - 2) LATICRETE International Inc.; Laticrete 9235 Waterproof Membrane.
  - 3) MAPEI Corporation; PRP M19.
  - 4) Summitville Tiles, Inc.; S-9000.
7. Unreinforced, Fluid-Applied Product: Liquid-latex rubber.
- a. Basis of Design Products:
    - 1) Boiardi Products Corporation; Elastiment 644.
    - 2) Custom Building Products; LevelQuick Waterproofing and Anti-Fracture Membrane.
    - 3) Jamo Inc.; Waterproof.
8. Latex-Portland Cement Product: Flexible mortar with acrylic-latex additive.
- a. Basis of Design Products:
    - 1) Boiardi Products Corporation; Elastiment 323.
    - 2) MAPEI Corporation; PRP 315.
    - 3) Southern Grouts & Mortars, Inc.; Southcrete 1100.
    - 4) TEC Specialty Products Inc.; TA-324, Triple Flex.
9. Urethane Waterproofing and Tile-Setting Adhesive: One-part liquid-applied urethane.
- a. Basis of Design Products:
    - 1) Bostik; Hydroment Ultra-Set.
    - 2) Southern Grouts & Mortars, Inc.; Deck-Seal 1000.

## 2.4 SETTING AND GROUTING MATERIALS

### A. Manufacturers:

1. Schluter Systems
2. Atlas Minerals & Chemicals, Inc.
3. Boiardi Products Corporation.
4. Bonsal, W. R., Company.
5. Bostik.
6. C-Cure.
7. Custom Building Products.
8. DAP, Inc.
9. Jamo Inc.
10. LATICRETE International Inc.
11. MAPEI Corporation.
12. Southern Grouts & Mortars, Inc.
13. Summitville Tiles, Inc.
14. TEC Specialty Products Inc.

15. Approved equal.
    - B. Dry-Set Portland Cement Mortar (Thin Set): ANSI A118.1.
      1. For wall applications, provide nonsagging mortar.
    - C. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4.
      1. Prepackaged dry-mortar mix containing dry additive to which only water must be added.
      2. Prepackaged dry-mortar mix combined with liquid-latex additive.
      3. For wall applications, provide nonsagging mortar.
    - D. Chemical-Resistant, Water-Cleanable, Tile-Setting and -Grouting Epoxy: ANSI A118.3.
    - E. Water-Cleanable, Tile-Setting Epoxy Adhesive: ANSI A118.3.
    - F. Organic Adhesive: ANSI A136.1, Type I.
    - G. Standard Sanded Cement Grout: ANSI A118.6, color as indicated.
    - H. Standard Unsanded Cement Grout: ANSI A118.6, color as indicated.
    - I. Polymer-Modified Tile Grout: ANSI A118.7, color as indicated.
      1. Polymer Type: Dry, redispersible form, prepackaged with other dry ingredients.
      2. Polymer Type: Liquid-latex form for addition to prepackaged dry-grout mix.
    - J. Grout for PregROUTED Tile Sheets: Same silicone rubber used in factory to pregROUT tile sheets.
- 2.5 MISCELLANEOUS MATERIALS
- A. Elastomeric Sealants: Elastomeric sealants of base polymer and characteristics indicated that comply with applicable requirements in Division 7 Section "Joint Sealants."
    1. One-Part, Mildew-Resistant Silicone: ASTM C 920; Type S; Grade NS; Class 25; Uses NT, G, A, and, as applicable to nonporous joint substrates indicated, O; formulated with fungicide, intended for in-service exposures of high humidity and extreme temperatures.
      - a. Products:
        - 1) Dow Corning Corporation; Dow Corning 786.
        - 2) GE Silicones; Sanitary 1700.
        - 3) Pecora Corporation; Pecora 898 Sanitary Silicone Sealant.
        - 4) Tremco, Inc.; Tremsil 600 White.
    2. Multipart, Pourable Urethane Sealant for Use T: ASTM C 920; Type M; Grade P; Class 25; Uses T, M, A, and, as applicable to joint substrates indicated, O.
      - a. Products:
        - 1) Bostik; Chem-Calk 550.

- 2) Mameco International, Inc.; Vulkem 245.
  - 3) Pecora Corporation; NR-200 Urexpan.
  - 4) Tremco, Inc.; THC-900.
- B. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials.
- C. Grout Sealer: Manufacturer's standard silicone product for sealing grout joints that does not change color or appearance of grout.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
- B. Fill cracks, holes, and depressions with trowelable leveling and patching compound according to tile-setting material manufacturer's written instructions.
- C. Remove protrusions, bumps, and ridges by sanding or grinding.
- D. Blending: For tile exhibiting color variations, use factory blended tile or blend tiles at Project site before installing.
- E. Field-Applied Temporary Protective Coating: Where indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

#### 3.2 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.
- B. TCA Installation Guidelines: TCA's "Handbook for Ceramic Tile Installation." Comply with TCA installation methods indicated in ceramic tile installation schedules.
- C. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Grind cut edges of tile abutting trim, finish, or built-in items. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- E. Jointing Pattern: Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both

directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.

- F. Lay out tile wainscots to next full tile beyond dimensions indicated.
- G. Expansion Joints: Locate expansion joints and other sealant-filled joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
  - 1. Locate joints in tile surfaces directly above joints in concrete substrates.
  - 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- H. Grout tile to comply with requirements of ANSI A108.10, unless otherwise indicated.
  - 1. For chemical-resistant epoxy grouts, comply with ANSI A108.6.
- I. At showers, tubs, and where indicated, install cementitious backer units and treat joints to comply with ANSI A108.11.
- J. Install waterproofing to comply with ANSI A108.13 and waterproofing manufacturer's written instructions to produce waterproof membrane of uniform thickness bonded securely to substrate.
  - 1. Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.
- K. Stone Thresholds: Install stone thresholds at locations indicated; set in same type of setting bed as abutting field tile, unless otherwise indicated.
  - 1. Set thresholds in latex-portland cement mortar for locations where mortar bed would otherwise be exposed above adjacent nontile floor finish.
- L. Install tile on walls with the following joint widths:
  - 1. Glazed Wall Tile: 1/16 inch (1.6 mm).
- M. Apply grout sealer to cementitious grout joints in tile floors according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer and sealer that has gotten on tile faces by wiping with soft cloth.

END OF SECTION

This page intentionally left blank.

## SECTION 09 30 50

### TILE SETTING MATERIALS AND ACCESSORIES

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Finishing and edge-protection profiles for walls and countertops.
- B. Setting materials: adhesives, mortars, grouts, and sealants.

##### 1.2 RELATED SECTIONS

- A. Section 09 21 16 - Gypsum Board Assemblies.
- B. Section 09 30 13 – Ceramic Tiling.

##### 1.3 REFERENCES

- A. CSA B79-08: Floor, Area, and Shower Drains, and Cleanouts for Residential Construction.
- B. IAPMO IGC 195: Interim Guide Criteria for Floor Drain with Integrated Bonding Flange.
- C. Tile Council of North America (TCNA) Handbook for Ceramic Tile Installation.
- D. Terrazzo, Tile and Marble Association of Canada (TTMAC) Specification Guide 09300 Tile Installation Manual.
- E. American National Standard Specifications for the installation of ceramic tile A108 / A118 / A136.1.

##### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) long, representing actual product, color, and finish.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

##### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum ten years experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum five years experience.
- C. Source Limitations for Setting Materials and Accessories: Obtain product of a uniform quality for each application condition from a single manufacturer.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
  - 3. Refinish mock-up area as required to produce acceptable work.
- E. Preinstallation Conference: Conduct conference at the Project site.
  - 1. Convene one week prior to commencing work of this section.
  - 2. Require attendance of installation material manufacturer, tile supplier, tile installer and installers of related work. Review installation procedures and coordination required with related work.
  - 3. Meeting agenda includes but is not limited to:
    - a. Surface preparation.
    - b. Tile and installation material compatibility.
    - c. Edge protection, transition and pre-fabricated movement joint profiles.
    - d. Waterproofing techniques.
    - e. Crack isolation techniques.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.
- C. Store materials in a dry, warm, ventilated weathertight location.

#### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### 1.8 COORDINATION

- A. Coordinate Work with other operations and installation of floor finish materials to avoid damage to installed materials.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design Manufacturer: Schluter Systems, L.P., 194 Pleasant Ridge Road, Plattsburgh, NY 12901-5841. ASD. Tel: (800) 472-4588. Fax (800) 477-9783. E-mail: [specassist@schluter.com](mailto:specassist@schluter.com). Web: [www.schluter.com](http://www.schluter.com).
- B. Approved equal.

### 2.2 FINISHING AND EDGE-PROTECTION PROFILES FOR WALLS AND COUNTERTOPS

- A. Schluter – DILEX-AHK
  - 1. Description: Anodized Aluminum cove-shaped profile with single anchoring leg.
  - 2. Corners:
    - a. Provide with matching inside corners.
    - b. Provide with matching outside corners.
    - c. Provide with matching connectors.
    - d. Provide with matching end caps.
    - e. Provide with matching Sealing Lip.
  - 3. Material and Finish:
    - a. AE - Satin Anodized Aluminum.

### 2.3 SETTING MATERIALS

- A. Installation methods as specified in Section 09 30 13 – Ceramic Tiling.

## PART 3 – EXECUTION

### 3.1 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.

### 3.2 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.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.4 PROTECTION

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

END OF SECTION

## SECTION 09 51 23

### ACOUSTICAL TILE CEILINGS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Ceilings consisting of acoustical tiles and lay-in suspension systems.

##### 1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Product Test Reports: Indicate compliance of acoustical tile ceilings and components with requirements based on comprehensive testing of current products.

##### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed acoustical tile ceilings similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Source Limitations for Ceiling Units: Obtain each acoustical ceiling tile from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
- C. Source Limitations for Suspension System: Obtain each suspension system from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
  - 1. Obtain both acoustical ceiling tiles and suspension system from the same manufacturer.

##### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical tiles and suspension system components to Project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.

- C. Handle acoustical tiles carefully to avoid chipping edges or damaging units in any way.

#### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weatherproof, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

#### 1.7 COORDINATION

- A. Coordinate layout and installation of acoustical tiles and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

#### 1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
  - 1. Acoustical Ceiling Units: Full-size units equal to 2.0 percent of amount installed.
  - 2. Suspension System Components: Quantity of each grid and exposed component equal to 2.0 percent of amount installed.

### PART 2 - PRODUCTS

#### 2.1 ACOUSTICAL CEILING TILE TYPES

- A. Acoustical Ceiling Tile:
  - 1. Basis of Design: Armstrong Cirrus square lay-in.

#### 2.2 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Armstrong World Industries, Inc.

#### 2.3 ACOUSTICAL TILES, GENERAL

- A. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.
- B. Antimicrobial Treatment: Provide acoustical tiles treated with manufacturer's standard antimicrobial solution consisting of a synergistic blend of substituted ammonium salts of alkylated phosphoric acids admixed with free alkylated phosphoric acid that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria.

## 2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension System Standard: Provide manufacturer's standard metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.
- B. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.
- C. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.
  - 1. Postinstalled Anchors in Existing Plaster Ceiling: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing per ASTM E 488, conducted by a qualified testing and inspecting agency.
    - a. Type: Postinstalled expansion anchors.
    - b. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 alloy 304 or 316 for bolts; alloy 304 or 316 for anchor.
  - 2. Postinstalled Powder-Actuated Fasteners in Existing Plaster Ceiling: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.
- D. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
  - 1. Zinc-Coated Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
- E. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- F. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- G. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's product designations, including splice plates, corner pieces, and attachment and other clips, complying with the following requirements:
  - 1. Aluminum Alloy: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of aluminum extrusions complying with ASTM B 221/B 221M for alloy and temper 6063-T5.
  - 2. Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating;

Organic Coating: as specified below). Comply with paint manufacturer's written instructions for applying and baking and for minimum dry film thickness.

- a. Organic Coating: Manufacturer's standard thermosetting coating system with a minimum dry film thickness of 0.8 to 1.2 mils (0.02 to 0.03 mm).
  - b. Color: As selected by Architect from manufacturer's standard colors.
3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- a. Armstrong World Industries, Inc.
  - b. Chicago Metallic Corporation.
  - c. USG Interiors, Inc.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and structural framing to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage, and other conditions affecting performance of acoustical tile ceilings.
  1. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other Sections.
  1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordinating other work.
- B. Testing Substrates: Before installing adhesively applied tiles on wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.
- C. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width units at borders, and comply with layout shown on reflected ceiling plans.

#### 3.3 INSTALLATION

- A. General: Install acoustical tile ceilings to comply with publications referenced below per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
  1. Standard for Ceiling Suspension System Installations: Comply with ASTM C 636.
- B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  3. Splay hangers only where required and, if permitted with fire-resistance rated ceilings, to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  4. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
  5. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure; that are appropriate for substrate; and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
  6. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both structure to which hangers are attached and type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
  7. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, powder-actuated fasteners, or drilled-in anchors that extend through forms into concrete.
  8. Do not attach hangers to steel deck tabs.
  9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
  10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise indicated; and provide hangers not more than 8 inches (200 mm) from ends of each member.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or post-installed anchors.
- D. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- E. Arrange directionally patterned acoustical tiles as follows:
1. Install tiles with pattern running in one direction parallel to long axis of space.
- F. Install acoustical tiles in coordination with suspension system. Place splines or suspension system flanges into kerfed edges so tile-to-tile joints are closed by double lap of material.
1. Fit adjoining tile to form flush, tight joints. Scribe and cut tile for accurate fit at borders and around penetrations through tile.
  2. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tile and moldings, spaced 12 inches (305 mm) o.c.

3. Fabricate access units for special suspension system access members and tile units modified as required to allow for removal of access units.
4. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance rated assembly.

#### 3.4 CLEANING

- A. Clean exposed surfaces of acoustical tile ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

## **SECTION 09 65 00**

### **RESILIENT FLOORING**

#### **PART 1 GENERAL**

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

- A. Resilient base.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM F1861 - Standard Specification for Resilient Wall Base 2021.

##### **1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.

##### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Store all materials off of the floor in an acclimatized, weather-tight space.
- B. Protect roll materials from damage by storing on end.

#### **PART 2 PRODUCTS**

##### **2.01 RESILIENT BASE**

- A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; style as scheduled.
  - 1. Manufacturers:
    - a. Johnsonite, a Tarkett Company: [www.johnsonite.com/#sle](http://www.johnsonite.com/#sle).
    - b. Roppe Corporation; Contours Profiled Wall Base System: [www.roppe.com/#sle](http://www.roppe.com/#sle).
  - 2. Height: 4 inch (100 mm).
  - 3. Thickness: 0.125 inch (3.2 mm).
  - 4. Finish: Satin.
  - 5. Color: To be selected by Architect from manufacturer's full range.

#### **PART 3 EXECUTION**

##### **3.01 EXAMINATION**

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

##### **3.02 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.

### 3.03 INSTALLATION - RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches (45 mm) between joints.
- B. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Scribe and fit to door frames and other interruptions.

### 3.04 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

END OF SECTION

## **SECTION 09 68 13**

### **TILE CARPETING**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Section includes modular carpet tile.
- B. Related Sections:
  - 1. Division 09 “Resilient Base and Accessories.”

##### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture required.

##### **1.3 INFORMATIONAL SUBMITTALS**

- A. Product test reports.
- B. Sample warranty.

##### **1.4 CLOSEOUT SUBMITTALS**

- A. Maintenance data.

##### **1.5 QUALITY ASSURANCE**

- A. Installer Qualifications: Certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.

##### **1.6 WARRANTY**

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 CARPET TILE

- A. Basis-of-Design: Lees, GT154 Faculty Remix Tile.
- B. Generally, retain "Color" and "Pattern" paragraphs below unless they are described by product designation inserted above.
- C. Color: As selected by Architect from manufacturer's standard range.
- D. Fiber Type: Duracolor Premium Nylon.
- E. Pile Characteristic: Textured multi-colored loop, tufted.
- F. Density: 6500.
- G. Pile Thickness: 0.144"
- H. Stitches: 8.3 per inch.
- I. Gage: 1/8Do not include weight of backings in "Surface Pile Weight" Paragraph below.
- J. Weight Density: 169,000.
- K. Face Weight: 26.0 oz per square yard.
- L. Backing System: Eco Flex ICT
- M. Size: 24 by 24 inches (610 by 610 mm)
- N. Applied Treatments:
  - 1. Soil-Resistance Treatment: Manufacturer's standard treatment.
  - 2. Antimicrobial Treatment: Manufacturer's standard treatment that protects carpet tiles as follows:
    - a. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.
- O. Performance Characteristics:
  - 1. Appearance Retention Rating: Severe traffic, 3.5 minimum according to ASTM D 7330.
  - 2. Critical Radiant Flux Classification: Not less than 0.22 W/sq. cm according to NFPA 253.
  - 3. Dry Breaking Strength: Not less than 100 lbf (445 N) according to ASTM D 2646.
  - 4. Tuft Bind: Not less than 6.2 lbf (28 N) according to ASTM D 1335.
  - 5. Delamination: Not less than 4 lbf/in. (0.7 N/mm) according to ASTM D 3936.
  - 6. Dimensional Tolerance: Within 1/32 inch (0.8 mm) of specified size dimensions, as determined by physical measurement.

7. Dimensional Stability: 0.2 percent or less according to ISO 2551 (Aachen Test).
8. Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
9. Electrostatic Propensity: Less than 3 kV according to AATCC 134.

## 2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Concrete Slabs:
  1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
    - a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
    - b. Relative Humidity Test: Using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum [75] <Insert number> percent relative humidity level measurement.
    - c. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.

### 3.2 PREPARATION

- A. General: Comply with CRI's "CRI Carpet Installation Standards" and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using

solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.

- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

### 3.3 INSTALLATION

- A. General: Comply with CRI's "CRI Carpet Installation Standard," Section 18, "Modular Carpet" and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacture].
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.
- I. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION

## SECTION 09 91 23

### INTERIOR PAINTING

#### PART 1 GENERAL

##### 1.01 REFERENCE STANDARDS

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.
- B. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).
- C. SSPC-SP 6 - Commercial Blast Cleaning 2007.

##### 1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit two paper chip samples, 4x4 inch (\_\_\_\_x\_\_\_\_ mm) in size illustrating range of colors and textures available for each surface finishing product scheduled.

##### 1.03 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 (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

##### 1.04 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. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

- A. Paints:
  - 1. Behr Process Corporation: [www.behr.com/#sle](http://www.behr.com/#sle).
  - 2. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 3. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
  - 4. Approved equal.

- B. Primer Sealers: Same manufacturer as top coats.

## 2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes 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. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

## 2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, concrete masonry units, brick, wood, plaster, uncoated steel, shop primed steel, galvanized steel, aluminum, and acoustical ceilings.
  - 1. Two top coats and one coat primer.
  - 2. Top Coat(s): Interior Latex; MPI #43, 44, 52, 53, 54, or 114.
  - 3. Top Coat Sheen:
    - a. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
  - 4. Primer: As recommended by top coat manufacturer for specific substrate.
- B. Paint I-OP-MD-DT - Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals and wood:
  - 1. Medium duty applications include doors, door frames, railings, handrails, guardrails, and balustrades.
  - 2. Two top coats and one coat primer.
  - 3. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, or 141.
  - 4. Top Coat Sheen:
    - a. Eggshell: MPI gloss level 3; use this sheen at all locations.
  - 5. Primer: As recommended by top coat manufacturer for specific substrate.

## 2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
  - 1. Interior Institutional Low Odor/VOC Primer Sealer; MPI #149.
  - 2. Interior Latex Primer Sealer; MPI #50.
  - 3. Interior Drywall Primer Sealer.
  - 4. Interior Rust-Inhibitive Water Based Primer; MPI #107.
  - 5. Interior Water Based Primer for Galvanized Metal; MPI #134.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to 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. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Galvanized Surfaces:
- G. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
  - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.

### 3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### 3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### 3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

### 3.06 SCHEDULE - PAINT SYSTEMS

- A. Gypsum Board: Finish surfaces exposed to view, except [\_\_\_\_\_].
  - 1. Interior Walls: GI-OP-3A, semi-gloss.
- B. Steel Doors and Frames: Finish surfaces exposed to view; MI-OP-3A, gloss.

END OF SECTION

This page intentionally left blank.

## SECTION 10 14 00

### SIGNAGE

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following types of signs:
  - 1. Panel signs.

##### 1.3 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product data for each type of sign specified, including details of construction relative to materials, dimensions of individual components, profiles, and finishes.

##### 1.4 PROJECT CONDITIONS

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay.

#### PART 2 - PRODUCTS

##### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
  - 1. Manufacturers of Panel Signs:
    - a. Cal-Royal Products, Inc. (Basis of Design)
    - b. ABC Architectural Signing System.
    - c. Allenite.
    - d. Andco Industries Corp.
    - e. APCO Graphics, Inc.

- f. ASI Sign Systems, Inc.
- g. Best Manufacturing Company.
- h. Charleston Industries, Inc.
- i. DGS Corp.
- j. Diskey Sign Corp.
- k. Environmental Graphic Systems, Inc.
- l. Modulex.
- m. Mohawk Sign Systems.
- n. Poblocki & Sons, Inc.
- o. Spanjer Brothers, Inc.
- p. The Supersine Company.
- q. Vomar Products, Inc.

## 2.2 PRODUCTS

- A. Basis of Design: California Approved Restroom Signs (CAMH69).
  - 1. Size: 6" wide x 9" high.
  - 2. Tactile characters and Grade Z braille.
  - 3. 9/64" thick injection molded polymer plastic.
  - 4. 1/32" raised height of characters and pictogram.
- B. Approved equal.

## 2.3 PANEL SIGNS

- A. Panel Signs: Comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.
  - 1. Produce smooth, even, level sign panel surfaces, constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally.
- B. Laminated Sign Panels: Permanently laminate face panels to backing sheets of material and thickness indicated using the manufacturer's standard process.
- C. Graphic Content and Style: Provide sign copy that complies with the requirements indicated for size, style, spacing, content, position, material, finishes, and colors of letters, numbers, and other graphic devices.
- D. Raised Copy: Machine-cut copy characters from matte-finished opaque acrylic sheet and chemically weld onto the acrylic sheet forming sign panel face. Produce precisely formed characters with square cut edges free from burrs and cut marks.
  - 1. Panel Material: Matte-finished opaque acrylic sheet.
  - 2. Panel Material: As indicated.
  - 3. Raised Copy Thickness: 1/8 inch minimum.

## 2.4 FINISHES

- A. Colors and Surface Textures: For exposed sign material that requires selection of materials with integral or applied colors, surface textures or other characteristics related to appearance, provide color matches indicated, or if not indicated, as selected by the Architect from the manufacturer's standards.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Locate sign units and accessories where indicated, using mounting methods of the type described and in compliance with the manufacturer's instructions.
  - 1. Install signs level, plumb, and at the height indicated, with sign surfaces free from distortion or other defects in appearance.
- B. Wall-Mounted Panel Signs: Attach panel signs to wall surfaces using the methods indicated below:
  - 1. Vinyl-Tape Mounting: Use double-sided foam tape to mount signs to smooth, nonporous surfaces. Do not use this method for vinyl-covered or rough surfaces.
  - 2. Silicone-Adhesive Mounting: Use liquid silicone adhesive recommended by the sign manufacturer to attach sign units to irregular, porous, or vinyl-covered surfaces. Use double-sided vinyl tape where recommended by the sign manufacturer to hold the sign in place until the adhesive has fully cured.
  - 3. Shim Plate Mounting: Provide 1/8-inch-thick concealed aluminum shim plates with predrilled and countersunk holes, at locations indicated, and where other mounting methods are not practicable. Attach the plate with fasteners and anchors suitable for secure attachment to the substrate. Attach panel sign units to the plate using the method specified above.

### 3.2 CLEANING AND PROTECTION

- A. After installation, clean soiled sign surfaces according to the manufacturer's instructions. Protect units from damage until acceptance by the Owner.

END OF SECTION

This page intentionally left blank.

## SECTION 10 21 13.17

### PHENOLIC TOILET COMPARTMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Phenolic toilet compartments.
- B. Urinal screens.

##### 1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 10 28 00 - Toilet, Bath, and Laundry Accessories.

##### 1.03 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on panel construction, hardware, and accessories.
- C. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall supports, door swings.
- D. Samples: Submit samples of partition panels, illustrating panel finish, color, and sheen.

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

- A. Phenolic Toilet Compartments:
  - 1. ASI Global Partitions
  - 2. Partition Systems International of South Carolina; Phenolic Toilet Partitions
  - 3. Scranton Products
  - 4. Approved equal.

##### 2.02 PHENOLIC TOILET COMPARTMENTS

- A. Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid phenolic core panels with integral melamine finish, floor-to-ceiling.
- B. Doors:
  - 1. Thickness: 3/4 inch (19 mm).
  - 2. Width: 24 inch (610 mm).
  - 3. Width for Handicapped Use: 36 inch (915 mm).
  - 4. Height: 58 inch (1473 mm).
- C. Panels:
  - 1. Thickness: 1/2 inch (13 mm).
  - 2. Height: 58 inch (1473 mm).
  - 3. Depth: As indicated on drawings.
- D. Pilasters:
  - 1. Thickness: 3/4 inch (19 mm).

2. Width: As required to fit space; minimum 3 inch (76 mm).
- E. Screens: Without doors; to match compartments; mounted to wall with continuous panel bracket.

### 2.03 ACCESSORIES

- A. Pilaster Shoes: Formed ASTM A666 Type 304 stainless steel with No. 4 finish, 3 inch (76 mm) high, concealing floor and ceiling fastenings.
- B. Attachments, Screws, and Bolts: Stainless steel , tamper proof type.
- C. Hardware: Polished stainless steel:
  1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.
  2. Door Latch: Slide type with exterior emergency access feature.
  3. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify correct spacing of and between plumbing fixtures.
- C. Verify correct location of built-in framing, anchorage, and bracing.

### 3.02 INSTALLATION

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 inch to 1/2 inch (9 mm to 13 mm) space between wall and panels and between wall and end pilasters.
- C. Attach panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.

### 3.03 ADJUSTING

- A. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.
- B. Adjust adjacent components for consistency of line or plane.

END OF SECTION

## SECTION 10 28 00

### TOILET, BATH, AND LAUNDRY ACCESSORIES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Under-lavatory pipe supply covers.

##### 1.02 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- C. ASTM C1036 - Standard Specification for Flat Glass 2021.
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.
- E. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror 2018.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.

##### 1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

- A. Commercial Toilet, Shower, and Bath Accessories:
  - 1. American Specialties, Inc: [www.americanspecialties.com/#sle](http://www.americanspecialties.com/#sle).
  - 2. Bradley Corporation: [www.bradleycorp.com/#sle](http://www.bradleycorp.com/#sle).
  - 3. Georgia-Pacific Professional: [www.blue-connect.com/#sle](http://www.blue-connect.com/#sle).

##### 2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
- B. Stainless Steel Sheet: ASTM A666, Type 304.
- C. Mirror Glass: Annealed float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- D. Mirror Glass: Tempered safety glass, ASTM C1048; and ASTM C1036 Type I, Class 1, Quality Q2, with silvering as required.
- E. Adhesive: Two component epoxy type, waterproof.
- F. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.

##### 2.03 FINISHES

- A. Stainless Steel: Satin finish, unless otherwise noted.

## 2.04 COMMERCIAL TOILET ACCESSORIES

- A. Toilet Paper Dispenser: Double roll, surface mounted, for coreless type rolls.
  - 1. Products:
    - a. Georgia-Pacific Professional; GP Compact Stainless Steel Quad Vertical Four Roll Coreless Tissue Dispenser: [www.blue-connect.com/#sle](http://www.blue-connect.com/#sle).
- B. Paper Towel Dispenser: Folded paper type, stainless steel, semi-recessed, with viewing slots on sides as refill indicator and tumbler lock.
  - 1. Capacity: 300 C-fold minimum.
  - 2. Products:
    - a. AJW Architectural Products: [www.ajw.com/#sle](http://www.ajw.com/#sle).
- C. Combination Towel Dispenser/Waste Receptacle: Recessed flush with wall, stainless steel; seamless wall flanges, continuous piano hinges.
  - 1. Towel dispenser capacity: 400 C-fold.
  - 2. Waste receptacle capacity: 4 gallons (15 liters).
- D. Soap Dispenser: Liquid soap dispenser, wall-mounted, surface, with stainless steel cover and horizontal stainless steel tank and working parts; push type soap valve, check valve, and window gauge refill indicator, tumbler lock.
  - 1. Minimum Capacity: 48 ounces (1.5 liters).
- E. Mirrors: Stainless steel framed, 1/4 inch (6 mm) thick annealed float glass; ASTM C1036.
  - 1. Annealed Float Glass: Silvering, protective and physical characteristics in compliance with ASTM C1503.
- F. Grab Bars: Stainless steel, smooth surface.
  - 1. Standard Duty Grab Bars:
    - a. Push/Pull Point Load: 250 pound-force (1112 N), minimum.
    - b. Dimensions: 1-1/4 inch (32 mm) outside diameter, minimum 0.05 inch (1.3 mm) wall thickness, exposed flange mounting, 1-1/2 inch (38 mm) clearance between wall and inside of grab bar.
    - c. Length and Configuration: As indicated on drawings.

## 2.05 UNDER-LAVATORY PIPE AND SUPPLY COVERS

- A. Under-Lavatory Pipe and Supply Covers:
  - 1. Insulate exposed drainage piping, including hot, cold, and tempered water supplies under lavatories or sinks to comply with ADA Standards.
  - 2. Construction: 1/8 inch (3.2 mm) flexible PVC.
    - a. Surface Burning Characteristics: Flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.
  - 3. Color: White.
  - 4. Fasteners: Reusable, snap-locking fasteners with no sharp or abrasive external surfaces.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.

### 3.02 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.

- B. Provide templates and rough-in measurements as required.

### 3.03 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.

### 3.04 PROTECTION

- A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION

This page intentionally left blank.

## SECTION 22 05 17 - SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Sleeves without waterstop.
  2. Sleeves with waterstop.
  3. Silicone sealants.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 SLEEVES WITHOUT WATERSTOP

- A. Steel Pipe Sleeves: ASTM A53/A53M, Type E, Grade B, Schedule 40, hot-dip galvanized, with plain ends.

#### 2.2 SLEEVES WITH WATERSTOP

- A. Description: Manufactured PVC/HDPE steel , sleeve-type, waterstop assembly made for imbedding in concrete slab or wall.

#### 2.3 SILICONE SEALANTS

- A. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant.
1. Standard: ASTM C920, Type S, Grade NS, Class 25, Use NT.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF SLEEVES - GENERAL

- A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.

- B. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
  - 1. Permanent sleeves are not required for holes in slabs formed by molded-PE or -PP sleeves.
  - 2. Cut sleeves to length for mounting flush with both surfaces.
    - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level.
  - 3. Using silicone sealant, seal the space outside of sleeves in slabs and walls without sleeve-seal system.
- C. Install sleeves for pipes passing through interior partitions.
  - 1. Cut sleeves to length for mounting flush with both surfaces.
  - 2. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.
  - 3. Seal annular space between sleeve and piping or piping insulation; use joint sealants appropriate for size, depth, and location of joint.
- D. Fire-Resistance-Rated Penetrations, Horizontal Assembly Penetrations, and Smoke Barrier Penetrations: Maintain indicated fire or smoke rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with fire- and smoke-stop materials. Comply with requirements for firestopping and fill materials specified in Section 07 84 13 "Penetration Firestopping."

### 3.2 INSTALLATION OF SLEEVES WITH WATERSTOP

- A. Install sleeve with waterstop as new walls and slabs are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using silicone sealant, seal the space around outside of sleeves.

### 3.3 SLEEVE SCHEDULE

- A. Use sleeves and sleeve seals for the following piping-penetration applications:
  - 1. Interior Partitions:
    - a. Sleeves without waterstops.

END OF SECTION 22 05 17

## SECTION 22 05 18 - ESCUTCHEONS FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Escutcheons.

#### 1.3 DEFINITIONS

- A. Existing Piping to Remain: Existing piping that is not to be removed and that is not otherwise indicated to be removed and salvaged, or removed and reinstalled.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 ESCUTCHEONS

- A. One-Piece, Steel Type: With polished, chrome-plated finish and setscrew fastener.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
- B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of insulated piping and with OD that completely covers opening.
  - 1. Escutcheons for New Piping:
    - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep pattern.
    - b. Insulated Piping: One-piece steel with polished, chrome-plated finish.

END OF SECTION 22 05 18

This page intentionally left blank.

## SECTION 22 05 19 - METERS AND GAGES FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Liquid-in-glass thermometers.
2. Pressure gages.
3. Gage attachments.
4. Test plugs.
5. Test-plug kits.

#### 1.2 ACTION SUBMITTALS

- ##### A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 LIQUID-IN-GLASS THERMOMETERS

##### A. Metal-Case, Compact-Style, Liquid-in-Glass Thermometers:

1. Standard: ASME B40.200.
2. Case: Cast aluminum ; 6-inch nominal size.
3. Case Form: Back angle unless otherwise indicated.
4. Tube: Glass with magnifying lens and blue or red organic liquid.
5. Tube Background: Nonreflective aluminum with permanently etched scale markings graduated in deg F .
6. Window: Glass or plastic.
7. Stem: Aluminum or brass and of length to suit installation.
  - a. Design for Thermowell Installation: Bare stem.
8. Connector: 3/4 inch, with ASME B1.1 screw threads.
9. Accuracy: Plus or minus 1 percent of scale range or one scale division, to a maximum of 1.5 percent of scale range.

#### 2.2 PRESSURE GAGES

##### A. Direct-Mounted, Metal-Case, Dial-Type Pressure Gages:

1. Standard: ASME B40.100.
2. Case: Sealed type(s); cast aluminum or drawn steel ; 4-1/2-inch nominal diameter.
3. Pressure-Element Assembly: Bourdon tube unless otherwise indicated.

4. Pressure Connection: Brass, with NPS 1/4 or NPS 1/2 , ASME B1.20.1 pipe threads and bottom-outlet type unless back-outlet type is indicated.
5. Movement: Mechanical, with link to pressure element and connection to pointer.
6. Dial: Nonreflective aluminum with permanently etched scale markings graduated in psi .
7. Pointer: Dark-colored metal.
8. Window: Glass or plastic .
9. Ring: Metal, Brass, or Stainless steel.
10. Accuracy: Grade A, plus or minus 1 percent of middle half of scale range.

### 2.3 GAGE ATTACHMENTS

- A. Snubbers: ASME B40.100, brass; with NPS 1/4 or NPS 1/2 , ASME B1.20.1 pipe threads and piston -type surge-dampening device. Include extension for use on insulated piping.
- B. Valves: Brass ball , with NPS 1/4 or NPS 1/2 , ASME B1.20.1 pipe threads.

### 2.4 TEST PLUGS

- A. Description: Test-station fitting made for insertion into piping tee fitting.
- B. Body: Brass or stainless steel with core inserts and gasketed and threaded cap. Include extended stem on units to be installed in insulated piping.
- C. Thread Size: NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe thread.
- D. Minimum Pressure and Temperature Rating: 500 psig at 200 deg F .
- E. Core Inserts: Chlorosulfonated polyethylene synthetic and EPDM self-sealing rubber.

### 2.5 TEST-PLUG KITS

- A. Furnish one test-plug kit(s) containing one thermometer(s), one pressure gage and adapter, and carrying case. Thermometer sensing elements, pressure gage, and adapter probes shall be of diameter to fit test plugs and of length to project into piping.
- B. Low-Range Thermometer: Small, bimetallic insertion type with 1- to 2-inch- diameter dial and tapered-end sensing element. Dial range shall be at least 25 to 125 deg F .
- C. High-Range Thermometer: Small, bimetallic insertion type with 1- to 2-inch- diameter dial and tapered-end sensing element. Dial range shall be at least 0 to 220 deg F .
- D. Pressure Gage: Small, Bourdon-tube insertion type with 2- to 3-inch- diameter dial and probe. Dial range shall be at least 0 to 200 psig .
- E. Carrying Case: Metal or plastic, with formed instrument padding.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install direct-mounted thermometers in thermowells and adjust vertical and tilted positions.
- B. Install remote-mounted thermometer bulbs in thermowells and install cases on panels; connect cases with tubing and support tubing to prevent kinks. Use minimum tubing length.
- C. Install direct-mounted pressure gages in piping tees with pressure gage located on pipe at the most readable position.
- D. Install remote-mounted pressure gages on panel.
- E. Install valve and snubber in piping for each pressure gage for fluids.
- F. Install test plugs in piping tees.
- G. Install thermometers in the following locations:
  - 1. Inlet and outlet of each water heater.
- H. Install pressure gages in the following locations:
  - 1. Building water service entrance into building.
  - 2. Inlet and outlet of each pressure-reducing valve.
  - 3. Suction and discharge of each domestic water pump.

#### 3.2 CONNECTIONS

- A. Install meters and gages adjacent to machines and equipment to allow service and maintenance of meters, gages, machines, and equipment.

#### 3.3 ADJUSTING

- A. Adjust faces of meters and gages to proper angle for best visibility.

END OF SECTION 22 05 19

This page intentionally left blank.

## SECTION 22 05 23.12 - BALL VALVES FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Bronze ball valves.

#### 1.2 DEFINITIONS

- A. CWP: Cold working pressure.
- B. RPTFE: Reinforced polytetrafluoroethylene.
- C. WOG: Water, oil, gas.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of valve.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
1. Protect internal parts against rust and corrosion.
  2. Protect threads, flange faces, and soldered ends.
  3. Set ball valves open to minimize exposure of functional surfaces.
- B. Use the following precautions during storage:
1. Maintain valve end protection.
  2. Store valves indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use operating handles or stems as lifting or rigging points.

### PART 2 - PRODUCTS

#### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of valve from single source from single manufacturer.

## 2.2 PERFORMANCE REQUIREMENTS

### A. Standards:

1. Domestic water valves intended to convey or dispense water for human consumption must comply with the SDWA, requirements of authorities having jurisdiction, and NSF 61 and NSF 372, or must be certified to be in compliance with NSF 61 and NSF 372 (by an ANSI-accredited third-party certification body) that the weighted average lead content at wetted surfaces is less than or equal to 0.25 percent.

### B. ASME Compliance:

1. ASME B1.20.1 for threads for threaded end valves.
2. ASME B16.18 for cast copper solder-joint connections.
3. ASME B16.22 for wrought copper and copper alloy solder-joint connections.
4. ASME B16.34 for flanged and threaded end connections

### C. Provide bronze valves made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are not permitted.

### D. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

### E. Valve Sizes: Same as upstream piping unless otherwise indicated.

### F. Valve Actuator Type:

1. Hand Lever: For quarter-turn valves smaller than NPS 2 .

### G. Valves in Insulated Piping:

1. Provide 2-inch extended neck stems.
2. Extended operating handles with nonthermal-conductive covering material and protective sleeves that allow operation of valves without breaking vapor seals or disturbing insulation.
3. Memory stops that are fully adjustable after insulation is applied.

## 2.3 BRONZE BALL VALVES

### A. Bronze Ball Valves, Two Piece with Full Port, and Bronze or Brass Trim, Threaded or Soldered Ends:

1. Standard: MSS SP-110; MSS SP-145.
2. CWP Rating: 600 psig.
3. Body Design: Two piece.
4. Body Material: Bronze.
5. Ends: Threaded or soldered.
6. Seats: PTFE.
7. Stem: Bronze or brass.
8. Ball: Chrome-plated brass.

9. Port: Full.
- B. Bronze Ball Valves, Two Piece with Full Port and Stainless Steel Trim, Threaded or Soldered Ends:
1. Standard: MSS SP-110; MSS SP-145.
  2. CWP Rating: 600 psig.
  3. Body Design: Two piece.
  4. Body Material: Bronze.
  5. Ends: Threaded or soldered.
  6. Seats: PTFE.
  7. Stem: Stainless steel.
  8. Ball: Stainless steel, vented.
  9. Port: Full.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Do not attempt to repair defective valves; replace with new valves. Remove defective valves from site.

#### 3.2 INSTALLATION OF VALVES

- A. Install valves with unions or flanges at each piece of equipment arranged to allow space for service, maintenance, and equipment removal without system shutdown.
- B. Provide support to piping adjacent to valves such that no force is imposed upon valves.
- C. Locate valves for easy access.
- D. For valves in horizontal piping, install valves with stem at or above center of pipe.
- E. Install valves in position to allow full valve actuation movement.

- F. Valve Tags: Comply with requirements in Section 22 05 53 "Identification for Plumbing Piping and Equipment" for valve tags and schedules.
- G. Adhere to manufacturer's written installation instructions. When soldering or brazing valves, do not heat valves above maximum permitted temperature. Do not use solder with melting point temperature above valve manufacturer's recommended maximum.

### 3.3 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service, but before final adjusting and balancing. Replace valves exhibiting leakage.

### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified CWP ratings are unavailable, provide the same types of valves with higher CWP ratings.
- B. Select valves with the following end connections:
  - 1. For Copper Tubing, NPS 2 and Smaller: Threaded ends except where solder-joint valve-end option or press-end option is indicated in valve schedules below.
  - 2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules below.

### 3.5 DOMESTIC HOT- AND COLD-WATER VALVE SCHEDULE

- A. Pipe NPS 2 and Smaller:
  - 1. Bronze ball valves, two piece with full port, and stainless steel trim. Provide with threaded, solder or press-connection-joint ends.
- B. Pipe NPS 2-1/2 and Larger:
  - 1. Steel and Iron Valves, NPS 2-1/2 to NPS 4: May be provided with threaded ends instead of flanged ends.

END OF SECTION 22 05 23.12

## SECTION 22 05 23.14 - CHECK VALVES FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Bronze, swing check valves.

#### 1.2 DEFINITIONS

- A. CWP: Cold working pressure.
- B. EPDM: Ethylene propylene-diene terpolymer.
- C. NBR: Nitrile butadiene rubber (also known as Buna-N).

#### 1.3 ACTION SUBMITTALS

A. Product Data:

1. Bronze, swing check valves.
2. Bronze, swing check valves, press ends.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:

1. Protect internal parts against rust and corrosion.
2. Protect threads, flange faces, grooves, press connections, and weld ends.
3. Set check valves in either closed or open position.

B. Use the following precautions during storage:

1. Maintain valve end protection.
2. Store valves indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use stems or other components as lifting or rigging points unless specifically indicated for this purpose in manufacturer's instructions.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of valve from single source from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Standards:

- 1. Domestic water piping check valves intended to convey or dispense water for human consumption are to comply with the U.S. Safe Drinking Water Act (SDWA), requirements of authorities having jurisdiction, and NSF 61/NSF 372, or to be certified in compliance with NSF 61/NSF 372 by an American National Standards Institute (ANSI)-accredited third-party certification body that the weighted average lead content at wetted surfaces is less than or equal to 0.25 percent.

- B. ASME Compliance:

- 1. ASME B1.20.1 for threads for threaded end valves.
- 2. ASME B16.1 for flanges on iron valves.
- 3. ASME B16.5 for flanges for metric standard piping.
- 4. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
- 5. ASME B16.18 for cast-copper solder joint.
- 6. ASME B16.22 for wrought copper solder joint.
- 7. ASME B16.51 for press joint.
- 8. ASME B31.9 for building services piping valves.

- C. AWWA Compliance: Comply with AWWA C606 for groove-end connections.

- D. Provide bronze valves made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are unacceptable.

- E. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

- F. Valve Sizes: Same as upstream piping unless otherwise indicated.

- G. Valve Bypass and Drain Connections: MSS SP-45.

### 2.3 BRONZE, SWING CHECK VALVES

- A. Bronze, Swing Check Valves with Bronze Disc, Class 125:

- 1. Standard: MSS SP-80, Type 3.
- 2. CWP Rating: 200 psig.
- 3. Body Design: Horizontal flow.
- 4. Body Material: ASTM B62, bronze.

5. Ends: Threaded or soldered. See valve schedule articles.
6. Disc: Bronze.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Examine press fittings to verify they have been properly pressed.
- F. Do not attempt to repair defective valves; replace with new valves.

#### 3.2 INSTALLATION OF VALVES

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Provide support of piping adjacent to valves such that no force is imposed upon valves.
- C. Locate valves for easy access and where not blocked by equipment, other piping, or building components.
- D. Install valves so that stems are horizontal or slope upward from centerline of pipe.
- E. Install valves in position that does not project into aisles or block access to other equipment.
- F. Install valves in position to allow full stem and manual operator movement.
- G. Verify that joints of each valve have been properly installed and sealed to assure there is no leakage or damage.
- H. Check Valves: Install check valves for proper direction of flow.
  1. Swing Check Valves: In horizontal position with hinge pin level.
  2. Check Valves: Center-guided type , in horizontal or vertical position, between flanges.
  3. Lift Check Valves: With stem upright and plumb.

- I. Install valve tags. Comply with requirements in Section 22 05 53 "Identification for Plumbing Piping and Equipment" for valve tags and schedules.
- J. Adhere to manufacturer's installation instructions. When soldering or brazing valves, do not heat valves above maximum permitted temperature. Do not use solder with melting point temperature above valve manufacturer's recommended maximum.

### 3.3 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valve applications are not indicated, use the following:
  - 1. Pump-Discharge Check Valves:
    - a. NPS 2 (DN 50) and Smaller: Bronze, swing check valves with bronze or disc.
- B. If valves with specified CWP ratings are unavailable, the same types of valves with higher CWP ratings may be substituted.
- C. End Connections:
  - 1. For Copper Tubing, NPS 2 (DN 50) and Smaller: Threaded, soldered, or press-end connections.
  - 2. For Copper Tubing, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Flange or threaded.

### 3.5 DOMESTIC HOT- AND COLD-WATER VALVE SCHEDULE

- A. Pipe NPS 2 (DN 50) and Smaller:
  - 1. Bronze, swing check valves with bronze disc, Class 125 , with soldered or threaded end connections.

END OF SECTION 22 05 23.14

## SECTION 22 05 23.15 - GATE VALVES FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Bronze gate valves.

#### 1.2 DEFINITIONS

- A. CWP: Cold working pressure.
- B. EPDM: Ethylene propylene-diene terpolymer.
- C. NRS: Nonrising stem.
- D. RS: Rising stem.

#### 1.3 ACTION SUBMITTALS

A. Product Data:

1. Bronze gate valves.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:

1. Protect internal parts against rust and corrosion.
2. Protect threads, flange faces, grooves, press connections, and weld ends.
3. Set gate valves closed to prevent rattling.

B. Use the following precautions during storage:

1. Maintain valve end protection.
2. Store valves indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels, stems, or other components as lifting or rigging points unless specifically indicated for this purpose in manufacturer's instructions.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of valve from single source from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Standards:

- 1. Domestic water piping check valves intended to convey or dispense water for human consumption are to comply with the U.S. Safe Drinking Water Act (SDWA), requirements of authorities having jurisdiction, and NSF 61/NSF 372, or to be certified in compliance with NSF 61/NSF 372 by an American National Standards Institute (ANSI)-accredited third-party certification body that the weighted average lead content at wetted surfaces is less than or equal to 0.25 percent.

- B. ASME Compliance:

- 1. ASME B1.20.1 for threads for threaded end valves.
- 2. ASME B16.1 for flanges on iron valves.
- 3. ASME B16.5 for flanges on metric standard piping.
- 4. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
- 5. ASME B16.18 for cast-copper solder joint.
- 6. ASME B16.22 for wrought copper solder joint.
- 7. ASME B16.51 for press joint.
- 8. ASME B31.9 for building services piping valves.

- C. AWWA Compliance: AWWA C606 for groove-end connections.

- D. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

- E. Valve Sizes: Same as upstream piping unless otherwise indicated.

- F. Valves in Insulated Piping: With 2-inch stem extensions.

- G. Valve Bypass and Drain Connections: MSS SP-45.

### 2.3 BRONZE GATE VALVES

- A. Bronze Gate Valves, NRS, Class 125:

- 1. Description:

- a. Standard: MSS SP-80, Type 1.
- b. CWP Rating: 200 psig.
- c. Body Material: Bronze with integral seat and screw-in bonnet.
- d. Ends: Threaded or solder joint.

- e. Stem: Bronze.
  - f. Disc: Solid wedge; bronze.
  - g. Packing: Asbestos free.
  - h. Handwheel: Malleable iron, bronze, or aluminum.
- B. Bronze Gate Valves, RS, Class 125:
- 1. Description:
    - a. Standard: MSS SP-80, Type 2.
    - b. CWP Rating: 200 psig.
    - c. Body Material: Bronze with integral seat and screw-in bonnet.
    - d. Ends: Threaded or solder joint.
    - e. Stem: Bronze.
    - f. Disc: Solid wedge; bronze.
    - g. Packing: Asbestos free.
    - h. Handwheel: Malleable iron, bronze, or aluminum.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Examine press joint surfaces. Verify they are clean and free from dents and burrs, and that o-ring seals are in place and undamaged.
- F. Do not attempt to repair defective valves; replace with new valves.

#### 3.2 INSTALLATION OF VALVES

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Provide support of piping adjacent to valves such that no force is imposed upon valves.
- C. Locate valves for easy access and where not blocked by equipment, other piping, or building components.

- D. Install valves so that stems are horizontal or slope upward from centerline of pipe.
- E. Install valves in position that does not project into aisles or block access to other equipment.
- F. Install valves in position to allow full stem and manual operator movement.
- G. Verify that joints of each valve have been properly installed and sealed to assure there is no leakage or damage.
- H. Install valve tags. Comply with requirements in Section 22 05 53 "Identification for Plumbing Piping and Equipment" for valve tags and schedules.
- I. Adhere to manufacturer's installation instructions. When soldering or brazing valves, do not heat valves above maximum permitted temperature. Do not use solder with melting point temperature above valve manufacturer's recommended maximum.

### 3.3 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. Use gate valves for shutoff service only.
- B. If valves with specified CWP ratings are unavailable, the same types of valves with higher CWP ratings may be substituted.
- C. End Connections:
  - 1. For Copper Tubing, NPS 2-1/2 to NPS 4: Flange or threaded.
  - 2. For Steel Piping, NPS 2-1/2 to NPS 4: Flange or threaded.

### 3.5 DOMESTIC HOT- AND COLD-WATER VALVE SCHEDULE

END OF SECTION 22 05 23.15

## SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Metal pipe hangers and supports.
  - 2. Pipe stands.
  - 3. Equipment supports.

#### 1.3 QUALITY ASSURANCE

- A. Structural-Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M.
- B. Pipe Welding Qualifications: Qualify procedures and operators according to 2015 ASME Boiler and Pressure Vessel Code, Section IX.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design trapeze pipe hangers and equipment supports.
- B. Structural Performance: Hangers and supports for plumbing piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7 .
  - 1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
  - 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
  - 3. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

## 2.2 METAL PIPE HANGERS AND SUPPORTS

### A. Carbon-Steel Pipe Hangers and Supports:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pregalvanized, hot-dip galvanized, or electro-galvanized.
3. Nonmetallic Coatings: Plastic coated or epoxy powder coated.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel .

### B. Stainless-Steel Pipe Hangers and Supports:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
3. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel .

## 2.3 PIPE STANDS

### A. General Requirements for Pipe Stands: Shop- or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping.

### B. Compact Pipe Stand:

1. Description: Single base unit with integral-rod roller, pipe clamps, or V-shaped cradle to support pipe, for roof installation without membrane penetration.
2. Base: Single, vulcanized rubber, molded polypropylene, or polycarbonate.
3. Hardware: Galvanized steel or polycarbonate.
4. Accessories: Protection pads.

### C. Low-Profile, Single-Base, Single-Pipe Stand:

1. Description: Single base with vertical and horizontal members, and pipe support, for roof installation without membrane protection.
2. Base: Single, vulcanized rubber, molded polypropylene, or polycarbonate.
3. Vertical Members: Two stainless-steel, continuous-thread, 1/2-inch rods.
4. Horizontal Member: Adjustable horizontal, stainless-steel pipe support channels.
5. Pipe Supports: Strut clamps .
6. Hardware: Stainless steel.
7. Accessories: Protection pads.
8. Height: 12 inches above concrete slab .

### D. Curb-Mounted-Type Pipe Stands: Shop- or field-fabricated pipe supports made from structural-steel shapes, continuous-thread rods, and rollers, for mounting on permanent stationary roof curb.

## 2.4 EQUIPMENT SUPPORTS

- A. Description: Welded, shop- or field-fabricated equipment support made from structural-carbon-steel shapes.

## 2.5 MATERIALS

- A. Aluminum: ASTM B 221.
- B. Carbon Steel: ASTM A 1011/A 1011M.
- C. Structural Steel: ASTM A 36/A 36M carbon-steel plates, shapes, and bars; black and galvanized.
- D. Stainless Steel: ASTM A 240/A 240M.
- E. Grout: ASTM C 1107/C 1107M, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
  - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
  - 2. Design Mix: 5000-psi, 28-day compressive strength.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with requirements in Section 07 84 13 "Penetration Firestopping" for firestopping materials and installation, for penetrations through fire-rated walls, ceilings, and assemblies.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components, so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb .

### 3.2 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-58. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- B. Framing System Installation: Arrange for grouping of parallel runs of piping, and support together on field-assembled metal framing systems.
- C. Pipe Stand Installation:
  - 1. Pipe Stand Types, except Curb-Mounted Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.

2. Curb-Mounted-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb. See Section 07 72 00 "Roof Accessories" for curbs.
- D. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- E. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- F. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- G. Install lateral bracing with pipe hangers and supports to prevent swaying.
- H. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms, and install reinforcing bars through openings at top of inserts.
- I. Load Distribution: Install hangers and supports, so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- J. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- K. Insulated Piping:
  1. Attach clamps and spacers to piping.
    - a. Piping Operating Above Ambient Air Temperature: Clamp may project through insulation.
    - b. Piping Operating Below Ambient Air Temperature: Use thermal hanger-shield insert with clamp sized to match OD of insert.
    - c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
  2. Install MSS SP-58, Type 39 protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
  3. Install MSS SP-58, Type 40 protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
  4. Shield Dimensions for Pipe: Not less than the following:
    - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
  5. Thermal Hanger Shields: Install with insulation of same thickness as piping insulation.

### 3.3 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment, and make bearing surface smooth.

- C. Provide lateral bracing, to prevent swaying, for equipment supports.

### 3.4 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Finish welds at exposed connections, so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

### 3.5 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches .

### 3.6 PAINTING

- A. Touchup: Clean field welds and abraded, shop-painted areas. Paint exposed areas immediately after erecting hangers and supports. Use same materials as those used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas, and apply galvanizing-repair paint to comply with ASTM A 780/A 780M.

### 3.7 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-58 for pipe-hanger selections and applications that are not specified in piping system Sections.

- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finishes.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use carbon-steel pipe hangers and supports and metal framing systems and attachments for general service applications.
- F. Use stainless-steel pipe hangers and and stainless-steel or corrosion-resistant attachments for hostile environment applications.
- G. Use padded hangers for piping that is subject to scratching.
- H. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
  - 1. Steel or Malleable-Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
- I. Use pipe-positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

END OF SECTION 22 05 29

## SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Equipment labels.
  2. Warning signs and labels.
  3. Pipe labels.
  4. Valve tags.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT LABELS

- A. Metal Labels for Equipment:
1. Material and Thickness: Brass, 0.032-inch stainless steel, 0.025-inch minimum thickness, with predrilled or stamped holes for attachment hardware.
  2. Letter and Background Color: As indicated for specific application under Part 3.
  3. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  4. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances of up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
  5. Fasteners: Stainless steel rivets or self-tapping screws.
  6. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.

#### 2.2 WARNING SIGNS AND LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, with predrilled holes for attachment hardware.

- B. Letter and Background Color: As indicated for specific application under Part 3.
- C. Maximum Temperature: Able to withstand temperatures of up to 160 deg F.
- D. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- E. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances of up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
- F. Fasteners: Stainless steel rivets or self-tapping screws.
- G. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- H. Arc-Flash Warning Signs: Provide arc-flash warning signs in locations and with content in accordance with requirements of OSHA and NFPA 70E , and other applicable codes and standards.
- I. Label Content: Include caution and warning information plus emergency notification instructions.

## 2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color coded, with lettering indicating service and showing flow direction in accordance with ASME A13.1.
- B. Letter and Background Color: As indicated for specific application under Part 3.
- C. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to circumference of pipe and to attach to pipe without fasteners or adhesive.
- D. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- E. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings. Also include:
  - 1. Pipe size.
  - 2. Flow-Direction Arrows: Include flow-direction arrows on main distribution piping. Arrows may be either integral with label or applied separately.
  - 3. Lettering Size: Size letters in accordance with ASME A13.1 for piping .

## 2.4 VALVE TAGS

- A. Description: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.

1. Tag Material: Brass, 0.04-inch minimum thickness, with predrilled or stamped holes for attachment hardware.
  2. Fasteners: Brass wire link chain .
- B. Letter and Background Color: As indicated for specific application under Part 3.
- C. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.
1. Include valve-tag schedule in operation and maintenance data.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Clean piping and equipment surfaces of incompatible primers, paints, and encapsulants, as well as dirt, oil, grease, release agents, and other substances that could impair bond of identification devices.

#### 3.2 INSTALLATION, GENERAL REQUIREMENTS

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.
- D. Locate identifying devices so that they are readily visible from the point of normal approach.

#### 3.3 INSTALLATION OF EQUIPMENT LABELS, WARNING SIGNS, AND LABELS

- A. Permanently fasten labels on each item of plumbing equipment.
- B. Sign and Label Colors.
1. White letters on an ANSI Z535.1 safety-green background .
- C. Locate equipment labels where accessible and visible.
- D. Arc-Flash Warning Signs: Provide arc-flash warning signs on electrical disconnects and other equipment where are-flash hazard exists, as indicated on Drawings, and in accordance with requirements of OSHA and NFPA 70E , and other applicable codes and standards.

### 3.4 INSTALLATION OF PIPE LABELS

- A. Install pipe labels showing service and flow direction with permanent adhesive on pipes.
- B. Stenciled Pipe Label Option: Stenciled labels showing service and flow direction may be provided instead of manufactured pipe labels, at Installer's option. Install stenciled pipe labels, complying with ASME A13.1, on each piping system.
  - 1. Identification Paint: Use for contrasting background.
  - 2. Stencil Paint: Use for pipe marking.
- C. Pipe-Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
  - 1. Within 3 ft. of each valve and control device.
  - 2. At access doors, manholes, and similar access points that permit view of concealed piping.
  - 3. Within 3 ft. of equipment items and other points of origination and termination.
  - 4. Spaced at maximum intervals of 25 ft. along each run. Reduce intervals to 10 ft. in areas of congested piping and equipment.
- D. Do not apply plastic pipe labels or plastic tapes directly to bare pipes conveying fluids at temperatures of 125 deg F or higher. Where these pipes are to remain uninsulated, use a short section of insulation or use stenciled labels.
- E. Flow-Direction Flow Arrows: Use arrows, in compliance with ASME A13.1, to indicate direction of flow in pipes, including pipes where flow is allowed in both directions.
- F. Pipe-Label Color Schedule:
  - 1. Domestic Cold-Water Piping: White letters on an ANSI Z535.1 safety-green background .
  - 2. Domestic Hot-Water Piping: White letters on an ANSI Z535.1 safety-green background
  - 3. Domestic Hot-Water Return Piping White letters on an ANSI Z535.1 safety-green background .
  - 4. Sanitary Waste Piping: White letters on a black background .

### 3.5 INSTALLATION OF VALVE TAGS

- A. Install tags on valves and control devices in piping systems, except check valves, valves within factory-fabricated equipment units, shutoff valves, faucets, convenience and lawn-watering hose connections, and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule in the operating and maintenance manual.
- B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in "Valve-Tag Size and Shape" Subparagraph below:
  - 1. Valve-Tag Size and Shape:
    - a. Domestic Cold Water: 1-1/2 inches , round .

- b. Domestic Hot Water: 1-1/2 inches , round .
- c. Domestic Hot-Water Return: 1-1/2 inches , round .
- 2. Valve-Tag Colors:
  - a. For each piping system, use the same lettering and background coloring system on valve tags as used in the piping system labels and background.

END OF SECTION 22 05 53

This page intentionally left blank.

## SECTION 22 07 19 - PLUMBING PIPING INSULATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes insulating the following plumbing piping services:
  - 1. Domestic cold-water piping.
  - 2. Domestic hot-water piping.
  - 3. Domestic recirculating hot-water piping.
  - 4. Supplies and drains for handicap-accessible lavatories and sinks.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).

#### 1.3 INFORMATIONAL SUBMITTALS

#### 1.4 QUALITY ASSURANCE

- A. Comply with the following applicable standards and other requirements specified for miscellaneous components:
  - 1. Supply and Drain Protective Shielding Guards: ICC A117.1.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation system materials are to be delivered to the Project site in unopened containers. The packaging is to include name of the manufacturer, fabricator, type, description, and size.

#### 1.6 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 22 05 29 "Hangers and Supports for Plumbing Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

## 1.7 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation, jacket materials, adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.
  - 1. All Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

### 2.2 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," "Outdoor, Aboveground Piping Insulation Schedule," and "Outdoor, Underground Piping Insulation Schedule" articles for where insulating materials are applied.
- B. Products do not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come into contact with stainless steel have a leachable chloride content of less than 50 ppm when tested in accordance with ASTM C871.
- D. Insulation materials for use on austenitic stainless steel are qualified as acceptable in accordance with ASTM C795.
- E. Foam insulation materials do not use CFC or HCFC blowing agents in the manufacturing process.
- F. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Comply with ASTM C552.
  - 1. Preformed Pipe Insulation, Type II, Class 2: With factory-applied ASJ jacket.
  - 2. Fabricated shapes in accordance with ASTM C450, ASTM C585, and ASTM C1639.
  - 3. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- G. Flexible Elastomeric: Closed-cell or expanded-rubber materials; suitable for maximum use temperature between minus 70 deg F and 220 deg F. Comply with ASTM C534/C534M, Type I for tubular materials.

- H. Glass-Fiber, Preformed Pipe: Glass fibers bonded with a thermosetting resin; suitable for maximum use temperature up to 850 deg F in accordance with ASTM C411. Comply with ASTM C547.
  - 1. Preformed Pipe Insulation: Type I, Grade A with factory-applied ASJ .
  - 2. Fabricated shapes in accordance with ASTM C450 and ASTM C585.
  - 3. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- I. Mineral Wool, Preformed Pipe: Mandrel-wound mineral wool fibers bonded with a thermosetting resin, unfaced; suitable for maximum use temperature up to 1200 deg F in accordance with ASTM C447. Comply with ASTM C547.
  - 1. Preformed Pipe Insulation: Type II, Grade A with factory-applied ASJ .
  - 2. Fabricated shapes in accordance with ASTM C450 and ASTM C585.

### 2.3 ADHESIVES

- A. Materials are compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Cellular-Glass Adhesive: Two-component, thermosetting urethane adhesive containing no flammable solvents, with a service temperature range of minus 100 to plus 200 deg F.
- C. Flexible Elastomeric and Polyolefin Adhesive: Solvent-based adhesive.
  - 1. Flame-spread index is 25 or less and smoke-developed index is 50 or less as tested in accordance with ASTM E84.
  - 2. Wet Flash Point: Below 0 deg F.
  - 3. Service Temperature Range: 40 to 200 deg F.
  - 4. Color: Black .
- D. Glass-Fiber and Mineral Wool Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- E. ASJ Adhesive and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A, for bonding insulation jacket lap seams and joints.
- F. PVC Jacket Adhesive: Compatible with PVC jacket.

### 2.4 SEALANTS

- A. Materials are as recommended by the insulation manufacturer and are compatible with insulation materials, jackets, and substrates.
- B. Joint Sealants:
  - 1. Permanently flexible, elastomeric sealant.
  - 2. Service Temperature Range: Minus 100 to plus 300 deg F.
  - 3. Color: White or gray.

## 2.5 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C1136, Type I.
  2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C1136, Type I.
  3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C1136, Type II.
  4. ASJ+: Aluminum foil reinforced with glass scrim bonded to a kraft paper interleaving with an outer film leaving no paper exposed; complying with ASTM C1136 Types I, II, III, IV, and VII.
  5. PSK Jacket: Aluminum foil fiberglass reinforced scrim with polyethylene backing, complying with ASTM C1136, Type II.

## 2.6 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C1136.
1. Width: 3 inches .
  2. Thickness: 11.5 mils .
  3. Adhesion: 90 ounces force/inch in width.
  4. Elongation: 2 percent.
  5. Tensile Strength: 40 lbf/inch in width.
  6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
1. Verify that systems to be insulated have been tested and are free of defects.
  2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

- B. Clean and prepare surfaces to be insulated. Before insulating, apply a corrosion coating to insulated surfaces as follows:
  - 1. Stainless Steel: Coat 300 series stainless steel with an epoxy primer 5 mils thick and an epoxy finish 5 mils thick if operating in a temperature range of between 140 and 300 deg F. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
  - 2. Carbon Steel: Coat carbon steel operating at a service temperature of between 32 and 300 deg F with an epoxy coating. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
- C. Coordinate insulation installation with the tradesman installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- D. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless steel surfaces, use demineralized water.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping, including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and of thicknesses required for each item of pipe system, as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, compress, or otherwise damage insulation or jacket.
- D. Install insulation with longitudinal seams at top and bottom (12 o'clock and 6 o'clock positions) of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during storage, application, and finishing. Replace insulation materials that get wet during storage or in the installation process before being properly covered and sealed in accordance with Contract Documents.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.

2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends attached to structure with vapor-barrier mastic.
  3. Install insert materials and insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
  4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
1. Draw jacket tight and smooth, but not to the extent of creating wrinkles or areas of compression in the insulation.
  2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward-clinching staples along both edges of strip, spaced 4 inches o.c.
  3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward-clinching staples along edge at 4 inches o.c.
    - a. For below-ambient services, apply vapor-barrier mastic over staples.
  4. Cover joints and seams with tape, in accordance with insulation material manufacturer's written instructions, to maintain vapor seal.
  5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches in similar fashion to butt joints.
- P. For above-ambient services, do not install insulation to the following:
1. Vibration-control devices.
  2. Testing agency labels and stamps.
  3. Nameplates and data plates.
  4. Cleanouts.

### 3.4 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials, except where more specific requirements are specified in various pipe insulation material installation articles below.

- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, Mechanical Couplings, and Unions:
1. Install insulation over fittings, valves, strainers, flanges, mechanical couplings, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
  2. Insulate pipe elbows using preformed fitting insulation made from same material and density as that of adjacent pipe insulation. Each piece is butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
  3. Insulate tee fittings with preformed fitting insulation of same material and thickness as that used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
  4. Insulate valves using preformed fitting insulation of same material, density, and thickness as that used for adjacent pipe. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
  5. Insulate strainers using preformed fitting insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers, so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
  6. Insulate flanges, mechanical couplings, and unions, using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Stencil or label the outside insulation jacket of each union with the word "union" matching size and color of pipe labels.
  7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
  8. For services not specified to receive a field-applied jacket, except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing, using PVC tape.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation conforms to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as that of adjoining pipe insulation.

2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union at least 2 times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless steel or aluminum bands. Select band material compatible with insulation and jacket.
3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

### 3.5 INSTALLATION OF CELLULAR-GLASS INSULATION

#### A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of insulation to pipe with wire or bands, and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with jackets on above-ambient services, secure laps with outward-clinched staples at 6 inches o.c.
4. For insulation with jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive, as recommended by insulation material manufacturer, and seal with vapor-barrier mastic and flashing sealant.

#### B. Insulation Installation on Pipe Flanges:

1. Install prefabricated pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as that of pipe insulation. Where voids are difficult to fill with block insulation, fill the voids with a fibrous insulation material suitable for the specific operating temperature.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

#### C. Insulation Installation on Pipe Fittings and Elbows:

1. Install prefabricated sections of same material as that of straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When preformed sections of insulation are not available, install mitered or routed sections of cellular-glass insulation. Secure insulation materials with wire or bands.

#### D. Insulation Installation on Valves and Pipe Specialties:

1. Install prefabricated sections of cellular-glass insulation to valve body.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

### 3.6 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:
  1. Install pipe insulation to outer diameter of pipe flange.
  2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
  3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as that of pipe insulation.
  4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- C. Insulation Installation on Pipe Fittings and Elbows:
  1. Install sections of pipe insulation and miter if required in accordance with manufacturer's written instructions.
  2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- D. Insulation Installation on Valves and Pipe Specialties:
  1. Install prefabricated valve covers manufactured of same material as that of pipe insulation when available.
  2. When prefabricated valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
  3. Install insulation to flanges as specified for flange insulation application.
  4. Secure insulation to valves and specialties, and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

### 3.7 INSTALLATION OF GLASS-FIBER AND MINERAL WOOL INSULATION

- A. Insulation Installation on Straight Pipes and Tubes:
  1. Secure each layer of preformed pipe insulation to pipe with wire or bands, and tighten bands without deforming insulation materials.
  2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.

3. For insulation with jackets on above-ambient surfaces, secure laps with outward-clinched staples at 6 inches o.c.
4. For insulation with jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive, as recommended by insulation material manufacturer, and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install prefabricated pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with glass-fiber or mineral-wool blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install prefabricated sections of same material as that of straight segments of pipe insulation when available.
2. When prefabricated insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install prefabricated sections of same material as that of straight segments of pipe insulation when available.
2. When prefabricated sections are not available, install fabricated sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

### 3.8 FINISHES

A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 09 91 13 "Exterior Painting" and Section 09 91 23 "Interior Painting."

1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
  - a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.

C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.

- D. Do not field paint aluminum or stainless steel jackets.

### 3.9 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
  - 1. Drainage piping located in crawl spaces.
  - 2. Underground piping.
  - 3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

### 3.10 INDOOR PIPING INSULATION SCHEDULE

- A. Domestic Cold Water:
  - 1. NPS 1 and Smaller: Insulation is the following:
    - a. Cellular Glass: 1-1/2 inches thick.
    - b. Flexible Elastomeric: 1/2 inch thick.
    - c. Glass-Fiber, Preformed Pipe Insulation, Type I: 1/2 inch thick.
    - d. Mineral Wool, Preformed Pipe Insulation, Type II: 1/2 inch thick.
  - 2. NPS 1-1/4 and Larger: Insulation is the following:
    - a. Cellular Glass: 1-1/2 inches thick.
    - b. Flexible Elastomeric: 1 inch thick.
    - c. Glass-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
    - d. Mineral Wool, Preformed Pipe Insulation, Type II: 1 inch thick.
- B. Domestic Hot and Recirculated Hot Water:
  - 1. NPS 1-1/4 and Smaller: Insulation is the following:
    - a. Cellular Glass: 1-1/2 inches thick.
    - b. Flexible Elastomeric: 3/4 inch thick.
    - c. Glass-Fiber, Preformed Pipe Insulation, Type I: 1/2 inch thick.
    - d. Mineral Wool, Preformed Pipe Insulation, Type II: 1/2 inch thick.
  - 2. NPS 1-1/2 and Larger: Insulation is the following:
    - a. Cellular Glass: 1-1/2 inches thick.
    - b. Flexible Elastomeric: 1 inch thick.
    - c. Glass-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
    - d. Mineral Wool, Preformed Pipe Insulation, Type II: 1 inch thick.
- C. Exposed Sanitary Drains, Domestic Water, Domestic Hot Water, and Stops for Plumbing Fixtures for People with Disabilities:
  - 1. All Pipe Sizes: Insulation is the following:
    - a. Mineral Wool, Preformed Pipe Insulation, Type II: 1/2 inch thick.

3.11 INDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.
- C. Piping, Concealed:
  - 1. PVC : 20 mils thick.

END OF SECTION 22 07 19

## SECTION 22 11 16 - DOMESTIC WATER PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Copper tube and fittings.

B. Related Requirements:

1. Section 33 14 15 "Site Water Distribution Piping" for water-service piping outside the building from source to the point where water-service piping enters the building.

#### 1.2 ACTION SUBMITTALS

A. Product Data:

1. Pipe and tube.
2. Fittings.
3. Joining materials.

#### 1.3 INFORMATIONAL SUBMITTALS

#### 1.4 FIELD CONDITIONS

A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:

1. Notify Architect no fewer than 14 days in advance of proposed interruption of water service.
2. Do not interrupt water service without Architect's written permission.

### PART 2 - PRODUCTS

#### 2.1 PIPING MATERIALS

A. Potable-water piping and components shall comply with NSF 14, NSF 61, and NSF 372.

## 2.2 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tube: ASTM B88, Type L .
- B. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.
- C. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, pressure fittings.
- D. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- E. Cast Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- F. Wrought Copper Unions: ASME B16.22.
- G. Copper-Tube, Mechanically Formed Tee Fitting: For forming T-branch on copper water tube.
  - 1. Description: Tee formed in copper tube in accordance with ASTM F2014.
- H. Copper Tube, Pressure-Seal-Joint Fittings:
  - 1. Fittings: Cast-brass, cast-bronze, or wrought-copper with EPDM O-ring seal in each end.
  - 2. Minimum 200-psig working-pressure rating at 250 deg F.

## PART 3 - EXECUTION

### 3.1 PIPING APPLICATIONS

- A. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.
- B. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.
- C. Under-building-slab, domestic water piping, NPS 2 and smaller , shall be one of the following:
  - 1. Drawn-temper copper tube, ASTM B88, Type L; wrought-copper, solder-joint fittings; and brazed copper pressure-seal-joint fittings; and pressure-sealed joints.
- D. Aboveground domestic water piping, NPS 2 and smaller , shall be one of the following:
  - 1. Drawn-temper copper tube, ASTM B88, Type L ; wrought-copper, solder-joint fittings; and brazedorsoldered joints.
  - 2. Drawn-temper copper tube, ASTM B88, Type L ; copper pressure-seal-joint fittings; and pressure-sealed joints.
- E. Aboveground domestic water piping, , shall be one of the following:
  - 1. Drawn-temper copper tube, ASTM B88, Type L ; cast- or wrought-copper, solder-joint fittings; and soldered joints.

2. Drawn-temper copper tube, ASTM B88, Type L or ; copper pressure-seal-joint fittings; and pressure-sealed joints.

### 3.2 INSTALLATION OF PIPING

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install valves according to the following:
  1. Section 22 05 23.12 "Ball Valves for Plumbing Piping."
  2. Section 22 05 23.14 "Check Valves for Plumbing Piping."
- C. Install water-pressure-reducing valves downstream from shutoff valves. Comply with requirements for pressure-reducing valves in Section 22 11 19 "Domestic Water Piping Specialties."
- D. Install domestic water piping level without pitch and plumb.
- E. Rough-in domestic water piping for water-meter installation according to utility company's requirements.
- F. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.
- G. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.
- H. Install piping to permit valve servicing.
- I. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- J. Install piping free of sags and bends.
- K. Install fittings for changes in direction and branch connections.
- L. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.
- M. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."
- N. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."

- O. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 22 05 18 "Escutcheons for Plumbing Piping."

### 3.3 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Braze Joints" chapter.
- E. Soldered Joints for Copper Tubing: Apply ASTM B813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B828 or CDA's "Copper Tube Handbook."
- F. Pressure-Sealed Joints for Copper Tubing: Join copper tube and pressure-seal fittings with tools and procedure recommended by pressure-seal-fitting manufacturer. Leave insertion marks on pipe after assembly.
- G. Push-on Joints for Copper Tubing: Clean end of tube. Measure insertion depth with manufacturer's depth gage. Join copper tube and push-on-joint fittings by inserting tube to measured depth.
- H. Extruded-Tee Connections: Form tee in copper tube according to ASTM F2014. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.
- I. Joint Construction for Grooved-End Copper Tubing: Make joints according to AWWA C606. Roll groove ends of tubes. Lubricate and install gasket over ends of tubes or tube and fitting. Install coupling housing sections over gasket with keys seated in tubing grooves. Install and tighten housing bolts.
- J. Joint Construction for Grooved-End Steel Piping: Make joints according to AWWA C606. Roll groove ends of pipe as specified. Lubricate and install gasket over ends of pipes or pipe and fitting. Install coupling housing sections over gasket with keys seated in piping grooves. Install and tighten housing bolts.
- K. Flanged Joints: Select appropriate asbestos-free, nonmetallic gasket material in size, type, and thickness suitable for domestic water service. Join flanges with gasket and bolts according to ASME B31.9.

- L. Joint Construction for Solvent-Cemented Plastic Piping: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements. Apply primer.
- M. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

### 3.4 INSTALLATION OF HANGERS AND SUPPORTS

- A. Comply with requirements for hangers, supports, and anchor devices in Section 22 05 29 "Hangers and Supports for Plumbing Piping and Equipment."
- B. Install hangers for copper and tubing and piping, with maximum horizontal spacing and minimum rod diameters, to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- C. Support horizontal piping within 12 inches of each fitting.
- D. Support vertical runs of copper tubing and piping to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

### 3.5 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.
- C. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:
  - 1. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.
  - 2. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

### 3.6 IDENTIFICATION

- A. Identify system components. Comply with requirements for identification materials and installation in Section 22 05 53 "Identification for Plumbing Piping and Equipment."

### 3.7 ADJUSTING

- A. Perform the following adjustments before operation:

1. Close drain valves, hydrants, and hose bibbs.
2. Open shutoff valves to fully open position.
3. Open throttling valves to proper setting.
4. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.
  - a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide hot-water flow in each branch.
  - b. Adjust calibrated balancing valves to flows indicated.
5. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
6. Remove and clean strainer screens. Close drain valves and replace drain plugs.
7. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
8. Check plumbing specialties and verify proper settings, adjustments, and operation.

END OF SECTION 22 11 16

## SECTION 22 11 19 - DOMESTIC WATER PIPING SPECIALTIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Vacuum breakers.
2. Backflow preventers.
3. Balancing valves.
4. Strainers for domestic water piping.
5. Outlet boxes.
6. Drain valves.
7. Water-hammer arresters.
8. Trap-seal primer systems.
9. Flexible connectors.

#### 1.2 DEFINITIONS

- A. AMI: Advanced Metering Infrastructure.
- B. AMR: Automatic Meter Reading.
- C. FKM: A family of fluoroelastomer materials defined by ASTM D1418.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 GENERAL REQUIREMENTS FOR PIPING SPECIALTIES

- A. Domestic water piping specialties intended to convey or dispense water for human consumption are to comply with the SDWA, requirements of authorities having jurisdiction, and NSF 61 and NSF 372, or to be certified in compliance with NSF 61 and NSF 372 by an American National Standards Institute (ANSI)-accredited third-party certification body that the weighted average lead content at wetted surfaces is less than or equal to 0.25 percent.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Minimum Working Pressure for Domestic Water Piping Specialties: 125 psig unless otherwise indicated.

## 2.3 VACUUM BREAKERS

### A. Pipe-Applied, Atmospheric-Type Vacuum Breakers :

1. Standard: ASSE 1001.
2. Size: NPS 1/4 to NPS 3, as required to match connected piping.
3. Body: Bronze.
4. Inlet and Outlet Connections: Threaded.
5. Finish: Chrome plated.

### B. Hose-Connection Vacuum Breakers :

1. Standard: ASSE 1011.
2. Body: Bronze, nonremovable, with manual drain.
3. Outlet Connection: Garden-hose threaded complying with ASME B1.20.7.
4. Finish: Chrome or nickel plated .

## 2.4 BACKFLOW PREVENTERS

### A. Reduced-Pressure-Principle Backflow Preventers; :

1. Standard: ASSE 1013.
2. Operation: Continuous-pressure applications.
3. Pressure Loss: 12 psig maximum, through middle third of flow range.
4. Size: 3" . .
5. Design Flow Rate: 115 gpm .
6. Body: Bronze or stainless steel for NPS 2 and smaller; ductile or cast iron with interior lining that complies with AWWA C550 or that is FDA approved or stainless steel for NPS 2-1/2 and larger.
7. End Connections: flanged for NPS 2-1/2 and larger.
8. Configuration: Designed for horizontal, straight-through flow.
9. Accessories:
  - a. Valves NPS 2-1/2 and Larger: Outside-screw and yoke-gate type with flanged ends on inlet and outlet.
  - b. Air-Gap Fitting: ASME A112.1.2, matching backflow-preventer connection.

### B. Dual-Check-Valve Backflow Preventers :

1. Standard: ASSE 1024.
2. Operation: Continuous-pressure applications.
3. Size: NPS 3/4 .
4. Body: Bronze with union inlet.

## 2.5 BALANCING VALVES

### A. Copper-Alloy Calibrated Balancing Valves :

1. Type: Ball valve with two readout ports and memory-setting indicator.
2. Body: Brass or bronze.

3. Size: Same as connected piping, but not larger than NPS 2.
4. Accessories: Meter hoses, fittings, valves, differential pressure meter, and carrying case.

B. Memory-Stop Balancing Valves :

1. Standard: MSS SP-110 for two-piece, copper-alloy ball valves.
2. Pressure Rating: 400-psig minimum CWP.
3. Size: NPS 2 or smaller.
4. Body: Copper alloy.
5. Port: Standard or full port.
6. Ball: Chrome-plated brass or stainless steel.
7. Seats and Seals: Replaceable.
8. End Connections: Solder joint or threaded.
9. Handle: Vinyl-covered steel with memory-setting device.

2.6 STRAINERS FOR DOMESTIC WATER PIPING

A. Y-Pattern Strainers :

1. Pressure Rating: 125 psig minimum unless otherwise indicated.
2. Body: Bronze for NPS 2 and smaller; cast iron with interior lining that complies with AWWA C550 or that is FDA approved, epoxy coated and for NPS 2-1/2 and larger.
3. End Connections: Threaded for NPS 2 and smaller; flanged for NPS 2-1/2 and larger.
4. Screen: Stainless steel with round perforations unless otherwise indicated.
5. Perforation Size:
  - a. Strainers NPS 2 and Smaller: 0.033 inch .
  - b. Strainers NPS 2-1/2 to NPS 4: 0.062 inch .
6. Drain: Factory-installed, hose-end drain valve.

2.7 OUTLET BOXES

A. Icemaker Outlet Boxes; :

1. Mounting: Recessed. Fire rated.
2. Material and Finish: Enameled-steel or epoxy-painted-steel box and faceplate.
3. Faucet: Valved fitting complying with ASME A112.18.1. Include NPS 1/2 or smaller copper tube outlet.
4. Accessory: Water hammer arrestor.
5. Supply Shutoff Fitting: NPS 1/2 gate, globe, or ball valve and NPS 1/2 copper, water tubing.

2.8 DRAIN VALVES

A. Ball-Valve-Type, Hose-End Drain Valves :

1. Standard: MSS SP-110 for standard-port, two-piece ball valves.
2. Pressure Rating: 400-psig minimum CWP.
3. Size: NPS 3/4.

4. Body: Copper alloy.
5. Ball: Chrome-plated brass.
6. Seats and Seals: Replaceable.
7. Handle: Vinyl-covered steel.
8. Inlet: Threaded or solder joint.
9. Outlet: Threaded, short nipple with garden-hose thread complying with ASME B1.20.7 and cap with brass chain.

## 2.9 WATER-HAMMER ARRESTERS

### A. Water-Hammer Arresters :

1. Standard: ASSE 1010 or PDI-WH 201.
2. Type: Piston or Diaphragm.
3. Size: ASSE 1010, Sizes AA and A through F, or PDI-WH 201, Sizes A through F.

## 2.10 TRAP-SEAL PRIMER SYSTEMS

### A. Trap-Seal Primer Systems; ETPV :

1. Standard: ASSE 1044.
2. Inlet Size: NPS 3/4, ASTM B88, Type L; copper, water tubing.
3. Cabinet: Recessed -mounted steel box with stainless steel cover.
4. Electric Controls: 24-hour timer, solenoid valve, and manual switch for 120 V ac power.
  - a. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
5. Vacuum Breaker: ASSE 1001.
6. Number Outlets: Six .
7. Size Outlets: NPS 1/2 .

## 2.11 FLEXIBLE CONNECTORS

### A. Stainless Steel-Hose Flexible Connectors: Corrugated-stainless steel tubing with stainless steel wire-braid covering and ends welded to inner tubing.

1. Working-Pressure Rating: Minimum 200 psig .
2. End Connections NPS 2 and Smaller: Threaded steel-pipe nipple.
3. End Connections NPS 2-1/2 and Larger: Flanged steel nipple.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PIPING SPECIALTIES

- A. Backflow Preventers: Install in each water supply to mechanical equipment and systems and to other equipment and water systems that may be sources of contamination. Comply with authorities having jurisdiction.
  - 1. Locate backflow preventers in same room as connected equipment or system.
  - 2. Install drain for backflow preventers with atmospheric-vent drain connection with air-gap fitting, fixed air-gap fitting, or equivalent positive pipe separation of at least two pipe diameters in drain piping and pipe-to-floor drain. Locate air-gap device attached to or under backflow preventer. Simple air breaks are unacceptable for this application.
  - 3. Do not install bypass piping around backflow preventers.
- B. Balancing Valves: Install in locations where they can easily be adjusted. Set at indicated design flow rates.
- C. Y-Pattern Strainers: For water, install on supply side of each water pressure-reducing valve and pump.
- D. Outlet Boxes: Install boxes recessed in wall or surface mounted on wall. Install 1-1/2-by-3-1/2-inch fire-retardant-treated-wood blocking, wall reinforcement between studs. Comply with requirements for fire-retardant-treated-wood blocking in Section 06 10 00 "Rough Carpentry."
- E. Nonfreeze, Sanitary Yard Hydrants: Set with riser pipe in concrete or pavement. Do not encase canister in concrete.
- F. Water-Hammer Arresters: Install in water piping in accordance with PDI-WH 201.
- G. Trap-Seal Primer Systems: Install with outlet piping pitched down toward drain trap a minimum of 1 percent, and connect to floor-drain body, trap, or inlet fitting. Adjust system for proper flow.

### 3.2 PIPING CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping specialties adjacent to equipment and machines, allow space for service and maintenance.

### 3.3 IDENTIFICATION

- A. Plastic Labels for Equipment: Install engraved plastic-laminate equipment nameplate or sign on or near each of the following:
  - 1. Vacuum breakers.
  - 2. Backflow preventers.

3. Balancing valves.
4. Outlet boxes.
5. Trap-seal primer device.
6. Trap-seal primer systems.

- B. Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to identifying unit. Nameplates and signs are specified in Section 22 05 53 "Identification for Plumbing Piping and Equipment."

#### 3.4 ADJUSTING

- A. Set field-adjustable pressure set points of water pressure-reducing valves.
- B. Set field-adjustable flow set points of balancing valves.
- C. Set field-adjustable temperature set points of temperature-actuated, water mixing valves.
- D. Adjust each pressure vacuum breaker, reduced-pressure-principle backflow preventer, and double-check, backflow-prevention assembly in accordance with manufacturer's written instructions, authorities having jurisdiction and the device's reference standard.

END OF SECTION 22 11 19

## SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Hub-and-spigot, cast-iron soil pipe and fittings.
2. Hubless, cast-iron soil pipe and fittings.
3. Copper tube and fittings.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For each type of product.

#### 1.3 INFORMATIONAL SUBMITTALS

#### 1.4 FIELD CONDITIONS

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

##### A. Components and installation are capable of withstanding the following minimum working pressure unless otherwise indicated:

1. Soil, Waste, and Vent Piping: 10 ft. head of water .

#### 2.2 PIPING MATERIALS

- ##### A. Piping materials to bear label, stamp, or other markings of specified testing agency.
- ##### B. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

#### 2.3 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS

##### A. Pipe and Fittings:

1. Marked with CISPI collective trademark.
2. ASTM A74, extra-heavy cast iron.

- B. Gaskets: ASTM C564, rubber.
- C. Caulking Materials: ASTM B29, pure lead and oakum or hemp fiber.

#### 2.4 HUBLESS, CAST-IRON SOIL PIPE AND FITTINGS

- A. Pipe and Fittings:
  - 1. Marked with CISPI collective trademark.
  - 2. ASTM A888 or CISPI 301.
- B. Single-Stack Aerator Fittings: ASME B16.45, hubless, cast-iron aerator and deaerator drainage fittings.
- C. Heavy-Duty, Hubless-Piping Couplings:
  - 1. Standards: ASTM C1277 and ASTM C1540. .
  - 2. Description: Stainless steel shield with stainless steel bands and tightening devices; and ASTM C564, rubber sleeve with integral, center pipe stop.

#### 2.5 COPPER TUBE AND FITTINGS

- A. Copper Type DWV Tube: ASTM B306, drainage tube, drawn temper.
- B. Copper Drainage Fittings: ASME B16.23, cast copper or ASME B16.29, wrought copper, solder-joint fittings.
- C. Hard Copper Tube: ASTM B88, Type L and Type M, water tube, drawn temper.
- D. Solder: ASTM B32, lead free with ASTM B813, water-flushable flux.

### PART 3 - EXECUTION

#### 3.1 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.
  - 1. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations.
  - 2. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends.
  - 1. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical.
  - 2. Use long-turn, double Y-branch, and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe.
    - a. Straight tees, elbows, and crosses may be used on vent lines.
  - 3. Do not change direction of flow more than 90 degrees.
  - 4. Use proper size of standard increasers and reducers if pipes of different sizes are connected.
    - a. Reducing size of waste piping in direction of flow is prohibited.
- K. Lay buried building waste piping beginning at low point of each system.
  - 1. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream.
  - 2. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
  - 3. Maintain swab in piping and pull past each joint as completed.
- L. Install soil and waste and vent piping at the following minimum slopes unless otherwise indicated:
  - 1. Building Sanitary Waste: Two percent downward in direction of flow for piping NPS 3 and smaller; 2 percent downward in direction of flow for piping NPS 4 and larger.
  - 2. Horizontal Sanitary Waste Piping: Two percent downward in direction of flow.
  - 3. Vent Piping: One percent down toward vertical fixture vent or toward vent stack.
- M. Install cast-iron soil piping in accordance with CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."
  - 1. Install encasement on underground piping in accordance with ASTM A674 or AWWA C105/A 21.5.

- N. Install steel piping in accordance with applicable plumbing code.
- O. Install aboveground copper tubing in accordance with CDA's "Copper Tube Handbook."
- P. Install engineered soil and waste and vent piping systems as follows:
  - 1. Combination Waste and Vent: Comply with standards of authorities having jurisdiction.
  - 2. Hubless, Single-Stack Drainage System: Comply with ASME B16.45 and hubless, single-stack aerator fitting manufacturer's written installation instructions.
  - 3. Reduced-Size Venting: Comply with standards of authorities having jurisdiction.
- Q. Install underground, ductile-iron, force-main piping according to AWWA C600.
  - 1. Install buried piping inside building between wall and floor penetrations and connection to sanitary sewer piping outside building with restrained joints.
  - 2. Anchor pipe to wall or floor. Install thrust-block supports at vertical and horizontal offsets.
  - 3. Install encasement on piping in accordance with ASTM A674 or AWWA C105/A 21.5.
- R. Install underground, copper, force-main tubing in accordance with CDA's "Copper Tube Handbook."
  - 1. Install encasement on piping in accordance with ASTM A674 or AWWA C105/A 21.5.
- S. Install force mains at elevations indicated.
- T. Plumbing Specialties:
  - 1. Install backwater valves in sanitary waster gravity-flow piping.
  - 2. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary waste gravity-flow piping.
    - a. Install cleanout fitting with closure plug inside the building in sanitary drainage force-main piping.
  - 3. Install drains in sanitary waste gravity-flow piping.
- U. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.
- V. Install sleeves for piping penetrations of walls, ceilings, and floors.
  - 1. Comply with requirements for sleeves specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."
- W. Install sleeve seals for piping penetrations of concrete walls and slabs.
  - 1. Comply with requirements for sleeve seals specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."
- X. Install escutcheons for piping penetrations of walls, ceilings, and floors.

1. Comply with requirements for escutcheons specified in Section 22 05 18 "Escutcheons for Plumbing Piping."

### 3.2 JOINT CONSTRUCTION

- A. Hub-and-Spigot, Cast-Iron Soil Piping Gasketed Joints: Join in accordance with CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
- B. Hub-and-Spigot, Cast-Iron Soil Piping Caulked Joints: Join in accordance with CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead-and-oakum caulked joints.
- C. Hubless, Cast-Iron Soil Piping Coupled Joints:
  1. Join hubless, cast-iron soil piping in accordance with CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-piping coupling joints.
- D. Threaded Joints: Thread pipe with tapered pipe threads in accordance with ASME B1.20.1.
  1. Cut threads full and clean using sharp dies.
  2. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
    - a. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
    - b. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
    - c. Do not use pipe sections that have cracked or open welds.
- E. Join copper tube and fittings with soldered joints in accordance with ASTM B828. Use ASTM B813, water-flushable, lead-free flux and ASTM B32, lead-free-alloy solder.
- F. Grooved Joints: Cut groove ends of pipe in accordance with AWWA C606. Lubricate and install gasket over ends of pipes or pipe and fitting. Install coupling housing sections over gasket, with keys seated in piping grooves. Install and tighten housing bolts.
- G. Flanged Joints: Align bolt holes. Select appropriate gasket material, size, type, and thickness. Install gasket concentrically positioned. Use suitable lubricants on bolt threads. Torque bolts in cross pattern.
- H. Plastic, Nonpressure-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings in accordance with the following:
  1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
- I. Joint Restraints and Sway Bracing:
  1. Provide joint restraints and sway bracing for storm drainage piping joints to comply with the following conditions:
    - a. Provide rigid sway bracing for pipe and fittings 4 inches and larger, upstream and downstream of all changes in direction 45 degrees and greater.

### 3.3 SPECIALTY PIPE FITTING INSTALLATION

#### A. Transition Couplings:

1. Install transition couplings at joints of piping with small differences in ODs.
2. In Waste Drainage Piping: Unshielded , nonpressure transition couplings.
3. In Aboveground Force Main Piping: Fitting-type transition couplings.
4. In Underground Force Main Piping:
  - a. NPS 1-1/2 and Smaller: Fitting-type transition couplings.
  - b. NPS 2 and Larger: Pressure transition couplings.

#### B. Dielectric Fittings:

1. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
2. Dielectric Fittings for NPS 2 and Smaller: Use dielectric nipples .
3. Dielectric Fittings for NPS 2-1/2 to NPS 4 : Use dielectric flanges .

### 3.4 INSTALLATION OF HANGERS AND SUPPORTS

#### A. Comply with requirements for pipe hanger and support devices and installation specified in Section 22 05 29 "Hangers and Supports for Plumbing Piping and Equipment" .

1. Install carbon-steel pipe hangers for horizontal piping in noncorrosive environments.
2. Install carbon-steel pipe support clamps for vertical piping in noncorrosive environments.
3. Install stainless steel pipe support clamps for vertical piping in corrosive environments.
4. Vertical Piping: MSS Type 8 or Type 42 clamps.
5. Install individual, straight, horizontal piping runs:
  - a. 100 Ft. and Less: MSS Type 1, adjustable, steel clevis hangers.
  - b. Longer Than 100 Ft.: MSS Type 43, adjustable roller hangers.
  - c. Longer Than 100 Ft. if Indicated: MSS Type 49, spring cushion rolls.
6. Multiple, Straight, Horizontal Piping Runs 100 Ft. or Longer: MSS Type 44 pipe rolls. Support pipe rolls on trapeze.
7. Base of Vertical Piping: MSS Type 52 spring hangers.

#### B. Install hangers for cast-iron copper soil piping, with maximum horizontal spacing and minimum rod diameters, to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

#### C. Support horizontal piping and tubing within 12 inches of each fitting , valve, and coupling.

#### D. Support vertical runs of cast-iron soil piping to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

### 3.5 CONNECTIONS

#### A. Drawings indicate general arrangement of piping, fittings, and specialties.

#### B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

- C. Connect waste and vent piping to the following:
1. Plumbing Fixtures: Connect waste piping in sizes indicated, but not smaller than required by plumbing code.
  2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
  3. Plumbing Specialties: Connect waste and vent piping in sizes indicated, but not smaller than required by plumbing code.
  4. Install test tees (wall cleanouts) in conductors near floor and floor cleanouts with cover flush with floor.
  5. Comply with requirements for backwater valves cleanouts and drains specified in Section 22 13 19 "Sanitary Waste Piping Specialties."
  6. Equipment: Connect waste piping as indicated.
    - a. Provide shutoff valve if indicated and union for each connection.
    - b. Use flanges instead of unions for connections NPS 2-1/2 and larger.
- D. Connect force-main piping to the following:
1. Sanitary Sewer: To exterior force main.
- E. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.
- F. Make connections in accordance with the following unless otherwise indicated:
1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
  2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.

### 3.6 IDENTIFICATION

- A. Identify exposed sanitary waste and vent piping.
- B. Comply with requirements for identification specified in Section 22 05 53 "Identification for Plumbing Piping and Equipment."

### 3.7 PIPING SCHEDULE

- A. Flanges and unions may be used on aboveground pressure piping unless otherwise indicated.
- B. Aboveground, soil and waste piping NPS 4 and smaller are to be the following:
1. Hubless, cast-iron soil pipe and fittings ; heavy-duty hubless-piping couplings; and coupled joints.
  2. Copper Type DWV tube, copper drainage fittings, and soldered joints.
- C. Aboveground, vent piping NPS 4 and smaller is to be the following:

1. Hubless, cast-iron soil pipe and fittings; heavy-duty hubless-piping couplings; and coupled joints.
  2. Copper Type DWV tube, copper drainage fittings, and soldered joints.
- D. Underground, soil, waste, and vent piping NPS 4 and smaller are to be any of the following:
1. Extra-heavy cast-iron soil piping; gaskets; and gasketed joints.
  2. Hubless, cast-iron soil pipe and fittings; hubless-piping couplings; and coupled joints.

END OF SECTION 22 13 16

## SECTION 22 13 19.13 - SANITARY DRAINS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Floor drains.

#### 1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene styrene.
- B. FRP: Fiberglass-reinforced plastic.
- C. HDPE: High-density polyethylene.
- D. PE: Polyethylene.
- E. PP: Polypropylene.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 DRAIN ASSEMBLIES

- A. Sanitary drains shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with NSF 14 for plastic sanitary piping specialty components.

#### 2.2 FLOOR DRAINS

- A. Cast-Iron Floor Drains, FL.D.-1 & FL.D.-3 :

1. Standard: ASME A112.6.3.
2. Pattern: Floor drain.
3. Body Material: Gray iron .
4. Seepage Flange: Required.
5. Anchor Flange: Required.
6. Clamping Device: Required.
7. Outlet: Bottom .
8. Backwater Valve: Not required.
9. Coating on Interior and Exposed Exterior Surfaces: Not required .
10. Sediment Bucket: Not required .
11. Top or Strainer Material: Bronze .
12. Top of Body and Strainer Finish: Polished bronze .
13. Top Shape: Round .
14. Top Loading Classification: Heavy Duty .
15. Inlet Fitting: Not required .
16. Trap Material: Bronze .
17. Trap Pattern: Standard P-trap .
18. Trap Features: Cleanout and trap-seal primer valve drain connection .

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.
  1. Position floor drains for easy access and maintenance.
  2. Set floor drains below elevation of surrounding finished floor to allow floor drainage.
  3. Set with grates depressed according to the following drainage area radii:
    - a. Radius, 30 Inches or Less: Equivalent to 1 percent slope, but not less than 1/4-inch total depression.
    - b. Radius, 30 to 60 Inches: Equivalent to 1 percent slope.
    - c. Radius, 60 Inches or Larger: Equivalent to 1 percent slope, but not greater than 1-inch total depression.
  4. Install floor-drain flashing collar or flange, so no leakage occurs between drain and adjoining flooring.
    - a. Maintain integrity of waterproof membranes where penetrated.
  5. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.
- B. Install open drain fittings with top of hub 1 inch above floor.

#### 3.2 CONNECTIONS

- A. Comply with requirements in Section 22 13 16 "Sanitary Waste and Vent Piping" for piping installation requirements. Drawings indicate general arrangement of piping, fittings, and specialties.

- B. Install piping adjacent to equipment to allow service and maintenance.

### 3.3 LABELING AND IDENTIFYING

- A. Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to identifying unit. Nameplates and signs are specified in Section 22 05 53 "Identification for Plumbing Piping and Equipment."

### 3.4 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 22 13 19.13

This page intentionally left blank.

## SECTION 22 42 13.13 - COMMERCIAL WATER CLOSETS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Floor-mounted, bottom-outlet water closets.
2. Flushometer valves.
3. Toilet seats.
4. Supports.

#### 1.2 DEFINITIONS

- A. Standard-Efficiency Flush Volume: 1.6 gal. per flush.
- B. High-Efficiency Flush Volume: 1.28 gal. or less per flush.
- C. WaterSense Fixture: Water closet and/or flushometer valve/tank certified by the EPA to meet the WaterSense performance criteria.

#### 1.3 ACTION SUBMITTALS

##### A. Product Data:

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for water closets.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

##### A. Standards:

1. Comply with ASME A112.19.2/CSA B45.1 for water closets.
2. Comply with ASME A112.19.5/CSA B45.15 for flush valves and spuds for water closets and tanks.
3. Comply with ASSE 1037/ASME A112.1037/CSA B125.37 for flush valves.
4. Comply with IAMPO/ANSI Z124.5 for water-closet (toilet) seats.
5. Comply with ASME A112.6.1M for water-closet supports.
6. Comply with ICC A117.1 for ADA-compliant water closets.

7. Comply with ASTM A1045 for flexible PVC gaskets used in connection of vitreous china water closets to sanitary drainage systems.
8. Comply with ASME A112.4.3 for plastic fittings used in connection of vitreous china water closets to sanitary drainage systems.

## 2.2 FLOOR-MOUNTED, BOTTOM-OUTLET WATER CLOSETS

### A. Water Closets - Floor Mounted, Bottom Outlet, Top Spud:

1. Source Limitations: Obtain water closets from single source from single manufacturer.
2. Bowl:
  - a. Material: Vitreous china.
  - b. Type: Siphon jet.
  - c. Style: Flushometer valve.
  - d. Height: Standard ADA compliant.
  - e. Rim Contour: Elongated.
  - f. Water Consumption: Dual flush 1.1 gal. /1.6 gal. per flush.
  - g. Spud Size and Location: NPS 1-1/2; top.
  - h. Color: White.

## 2.3 FLUSHOMETER VALVES

### A. Flushometer Valves - Diaphragm, Lever Handle:

1. Source Limitations: Obtain flushometer valve from single source from single manufacturer.
2. Minimum Pressure Rating: 125 psig.
3. Features: Include integral check stop and backflow-prevention device.
4. Material: Brass body with corrosion-resistant components.
5. Style: Exposed.
6. Flushometer-Valve Finish: Chrome-plated.
7. Handle Finish: Chrome-plated .
8. Consumption: Dual flush 1.1 gal. /1.6 gal. per flush.
9. Minimum Inlet: NPS 1.
10. Minimum Outlet: NPS 1-1/4.

## 2.4 TOILET SEATS

### A. Toilet Seats:

1. Source Limitations: Obtain toilet seat from single source from single manufacturer.
2. Material: Plastic.
3. Type: Commercial (Heavy duty).
4. Shape: Elongated rim, open front .
5. Hinge: Self-sustaining, check.
6. Hinge Material: Noncorroding metal.
7. Seat Cover: Not required.
8. Color: White.
9. Surface Treatment: Antimicrobial.

## 2.5 SUPPORTS

### A. Water-Closet Carrier:

1. Source Limitations: Obtain water-closet carrier from single source from single manufacturer.
2. Description: Waste-fitting assembly, as required to match drainage piping material and arrangement with faceplates, couplings gaskets, and feet; bolts and hardware matching fixture. Include additional extension coupling, faceplate, and feet for installation in wide pipe space.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine roughing-in for water-supply piping and sanitary drainage and vent piping systems to verify actual locations of piping connections before water-closet installation.
- B. Examine walls and floors for suitable conditions where water closets will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

#### A. Water-Closet Installation:

1. Install level and plumb.
2. Install floor-mounted water closets on bowl-to-drain connecting fitting attachments to piping or building substrate.
3. Install accessible, wall-mounted water closets at mounting height in accordance with ICC A117.1.

B. Support Installation:

1. Install supports, affixed to building substrate, for floor-mounted, back-outlet water closets.
2. Use carrier supports with waste-fitting assembly and seal.
3. Install floor-mounted, back-outlet water closets attached to building floor substrate, onto waste-fitting seals; and attach to support.
4. Install wall-mounted, back-outlet water-closet supports with waste-fitting assembly and waste-fitting seals; and affix to building substrate.
5. Measure support height installation from finished floor, not structural floor.

C. Flushometer-Valve Installation:

1. Install flushometer-valve, water-supply fitting on each supply to each water closet.
2. Attach supply piping to supports or substrate within pipe spaces behind fixtures.
3. Install lever-handle flushometer valves for accessible water closets with handle mounted on open side of water closet.
4. Install actuators in locations easily reachable for people with disabilities.
5. Install new batteries in battery-powered, electronic-sensor mechanisms.

D. Install toilet seats on water closets.

E. Wall Flange and Escutcheon Installation:

1. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations and within cabinets and millwork.
2. Install deep-pattern escutcheons if required to conceal protruding fittings.

F. Joint Sealing:

1. Seal joints between water closets and walls and floors using sanitary-type, one-part, mildew-resistant silicone sealant.
2. Match sealant color to water-closet color.
3. Comply with sealant requirements specified in Section 07 92 00 "Joint Sealants."

### 3.3 PIPING CONNECTIONS

- A. Connect water closets with water supplies and soil, waste, and vent piping. Use size fittings required to match water closets.
- B. Comply with water piping requirements specified in Section 22 11 16 "Domestic Water Piping."
- C. Comply with soil and waste piping requirements specified in Section 22 13 16 "Sanitary Waste and Vent Piping."
- D. Where installing piping adjacent to water closets, allow space for service and maintenance.

3.4 CONTROL CONNECTIONS

- A. Install control and electrical power wiring to field-mounted control devices.

3.5 ADJUSTING

- A. Operate and adjust water closets and controls. Replace damaged and malfunctioning water closets, fittings, and controls.
- B. Adjust water pressure at flushometer valves to produce proper flow.
- C. Install new batteries in battery-powered, electronic-sensor mechanisms.

END OF SECTION 22 42 13.13

This page intentionally left blank.

## SECTION 22 42 13.16 - COMMERCIAL URINALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Wall-hung urinals.
2. Urinal flushometer valves.
3. Supports.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for urinals.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

### PART 2 - PRODUCTS

#### 2.1 WALL-HUNG URINALS

##### A. Urinals - Wall Hung, Back Outlet, Washdown:

1. Fixture:
  - a. Standards: ASME A112.19.2/CSA B45.1 and ASME A112.19.5/CSA B45.15.
  - b. Material: Vitreous china.
  - c. Type: Washdown with extended shields.
  - d. Strainer or Trapway: Manufacturer's standard strainer with integral trap.
  - e. Water Consumption: 0.125 gpf .
  - f. Spud Size and Location: NPS 3/4, top.
  - g. Outlet Size and Location: NPS 2, back.
  - h. Color: White .
2. Waste Fitting:
  - a. Standard: ASME A112.18.2/CSA B125.2 for coupling.
  - b. Size: NPS 2.
3. Support: Type I urinal carrier with fixture support plates and coupling with seal and fixture bolts and hardware matching fixture. Include rectangular, steel uprights.
4. Urinal Mounting Height: Standard Handicapped/elderly according to ICC A117.1.

## 2.2 URINAL FLUSHOMETER VALVES

### A. Lever-Handle, Diaphragm Flushometer Valves:

1. Standard: ASSE 1037/ASME 112.1037/CSA B125.37.
2. Minimum Pressure Rating: 125 psig.
3. Features: Include integral check stop and backflow-prevention device.
4. Material: Brass body with corrosion-resistant components.
5. Exposed Flushometer-Valve Finish: Chrome plated.
6. Style: Exposed.
7. Consumption: 0.125 gal. per flush.
8. Minimum Inlet: NPS 3/4.
9. Minimum Outlet: NPS 3/4.

## 2.3 SUPPORTS

### A. Type I Urinal Carrier:

1. Standard: ASME A112.6.1M.

### B. Type II Urinal Carrier:

1. Standard: ASME A112.6.1M.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before urinal installation.
- B. Examine walls and floors for suitable conditions where urinals will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

#### A. Urinal Installation:

1. Install urinals level and plumb according to rough-in drawings.
2. Install wall-hung, back-outlet urinals onto waste fitting seals and attached to supports.
3. Install wall-hung, bottom-outlet urinals with tubular waste piping attached to supports.
4. Install accessible, wall-mounted urinals at mounting height for the handicapped/elderly, according to ICC A117.1.
5. Install trap-seal liquid in waterless urinals.

B. Support Installation:

1. Install supports, affixed to building substrate, for wall-hung urinals.
2. Use off-floor carriers with waste fitting and seal for back-outlet urinals.
3. Use carriers without waste fitting for urinals with tubular waste piping.
4. Use chair-type carrier supports with rectangular steel uprights for accessible urinals.

C. Flushometer-Valve Installation:

1. Install flushometer-valve water-supply fitting on each supply to each urinal.
2. Attach supply piping to supports or substrate within pipe spaces behind fixtures.
3. Install lever-handle flushometer valves for accessible urinals with handle mounted on open side of compartment.
4. Install fresh batteries in battery-powered, electronic-sensor mechanisms.

D. Wall Flange and Escutcheon Installation:

1. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations.
2. Install deep-pattern escutcheons if required to conceal protruding fittings.

E. Joint Sealing:

1. Seal joints between urinals and walls and floors using sanitary-type, one-part, mildew-resistant silicone sealant.
2. Match sealant color to urinal color.

### 3.3 PIPING CONNECTIONS

- A. Connect urinals with water supplies and soil, waste, and vent piping. Use size fittings required to match urinals.
- B. Comply with water piping requirements specified in Section 22 11 16 "Domestic Water Piping."
- C. Comply with soil and waste piping requirements specified in Section 22 13 16 "Sanitary Waste and Vent Piping."
- D. Where installing piping adjacent to urinals, allow space for service and maintenance.

### 3.4 ADJUSTING

- A. Operate and adjust urinals and controls. Replace damaged and malfunctioning urinals, fittings, and controls.
- B. Adjust water pressure at flushometer valves to produce proper flow.
- C. Install fresh batteries in battery-powered, electronic-sensor mechanisms.

END OF SECTION 22 42 13.16

This page intentionally left blank.

## SECTION 22 42 16.13 - COMMERCIAL LAVATORIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Vitreous-china, counter-mounted lavatories.
2. Vitreous-china, wall-mounted lavatories.
3. Automatically operated lavatory faucets.
4. Supply fittings.
5. Waste fittings.
6. Lavatory supports.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for lavatories.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

### PART 2 - PRODUCTS

#### 2.1 VITREOUS-CHINA, COUNTER-MOUNTED LAVATORIES

##### A. Lavatory - Self-Rimming, Oval or Round, Vitreous China, Counter Mounted :

1. Fixture:
  - a. Standard: ASME A112.19.2/CSA B45.1.
  - b. Type: Self-rimming for above-counter mounting.
  - c. Nominal Size:
    - 1) Oval, 20 by 17 inches .
  - d. Faucet-Hole Punching: One hole .
  - e. Faucet-Hole Location: Top.
  - f. Color: White .
  - g. Mounting Material: Sealant.

## 2.2 VITREOUS-CHINA, WALL-MOUNTED LAVATORIES

- A. Lavatory - Ledge Back, Rectangular, Vitreous China, Wall Mounted :
1. Fixture:
    - a. Standard: ASME A112.19.2/CSA B45.1.
    - b. Type: For wall hanging.
    - c. Nominal Size: Rectangular, 20 by 18 inches .
    - d. Faucet-Hole Punching: One hole .
    - e. Faucet-Hole Location: Top.
    - f. Color: White .
    - g. Mounting Material: Chair carrier.
  2. Support: Type II, concealed-arm lavatory carrier . Include rectangular, steel uprights .
  3. Lavatory Mounting Height: Handicapped/elderly in accordance with ICC A117.1.

## 2.3 AUTOMATICALLY OPERATED LAVATORY FAUCETS

- A. Lavatory faucets intended to convey or dispense water for human consumption are to comply with the U.S. Safe Drinking Water Act (SDWA), requirements of the Authority Having Jurisdiction (AHJ), and with NSF 61/NSF 372, or be certified in compliance with NSF 61/NSF 372 by an American National Standards Institute (ANSI) accredited third-party certification body, that the weighted average lead content at wetted surfaces is less than or equal to 0.25 percent.
- B. Lavatory Faucets - Automatic Type: Battery Powered Electronic Sensor Operated, Mixing , :
1. Standards: ASME A112.18.1/CSA B125.1 and UL 1951.
  2. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  3. General: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture hole punchings; coordinate outlet with spout and fixture receptor.
  4. Body Type: Single hole .
  5. Body Material: Commercial, solid-brass, or die-cast housing with brazed copper and brass waterway.
  6. Finish: Polished chrome plate .
  7. Maximum Flow Rate: 0.5 gpm .
  8. Mounting Type: Deck, concealed .
  9. Spout: Rigid type.
  10. Spout Outlet: Aerator .
  11. Drain: Not part of faucet .

## 2.4 SUPPLY FITTINGS

- A. NSF Standard: Comply with NSF 61 and NSF 372 for supply-fitting materials that will be in contact with potable water.
- B. Standard: ASME A112.18.1/CSA B125.1.
- C. Supply Piping: Chrome-plated-brass pipe or chrome-plated copper tube matching water-supply piping size. Include chrome-plated-brass or stainless steel wall flange.
- D. Supply Stops: Chrome-plated-brass, one-quarter-turn, ball-type or compression valve with inlet connection matching supply piping.
- E. Operation: Loose key .
- F. Risers:
  - 1. NPS 3/8 .
  - 2. ASME A112.18.6/CSA B125.6, braided- or corrugated-stainless steel, flexible hose riser.

## 2.5 WASTE FITTINGS

- A. Standard: ASME A112.18.2/CSA B125.2.
- B. Drain: Grid type with NPS 1-1/4 offset and straight tailpiece.
- C. Trap:
  - 1. Size: NPS 1-1/2 by NPS 1-1/4 .
  - 2. Material:
    - a. Chrome-plated, two-piece, cast-brass trap and swivel elbow with 0.032-inch- thick brass tube to wall ; and chrome-plated, brass or steel wall flange.

## 2.6 LAVATORY SUPPORTS

- A. Lavatory Carrier:
  - 1. Standard: ASME A112.6.1M.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before lavatory installation.
- B. Examine counters and walls for suitable conditions where lavatories will be installed.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install lavatories level and plumb in accordance with roughing-in drawings.
- B. Install supports, affixed to building substrate, for wall-mounted lavatories.
- C. Install accessible wall-mounted lavatories at handicapped/elderly mounting height for people with disabilities or the elderly, in accordance with ICC A117.1.
- D. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons if required to conceal protruding fittings.
- E. Seal joints between lavatories, counters, and walls using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color.
- F. Install protective shielding pipe covers and enclosures on exposed supplies and waste piping of accessible lavatories. Comply with requirements in Section 22 07 19 "Plumbing Piping Insulation."

### 3.3 PIPING CONNECTIONS

- A. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.
- B. Comply with water piping requirements specified in Section 22 11 16 "Domestic Water Piping."
- C. Comply with soil and waste piping requirements specified in Section 22 13 16 "Sanitary Waste and Vent Piping."

### 3.4 ADJUSTING

- A. Operate and adjust lavatories and controls. Replace damaged and malfunctioning lavatories, fittings, and controls.
- B. Install new batteries in battery-powered, electronic-sensor mechanisms.

END OF SECTION 22 42 16.13

## SECTION 23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on alternating-current power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

#### 1.3 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:
  - 1. Motor controllers.
  - 2. Torque, speed, and horsepower requirements of the load.
  - 3. Ratings and characteristics of supply circuit and required control sequence.
  - 4. Ambient and environmental conditions of installation location.

### PART 2 - PRODUCTS

#### 2.1 GENERAL MOTOR REQUIREMENTS

- A. Comply with NEMA MG 1 unless otherwise indicated.
- B. Comply with IEEE 841 for severe-duty motors.

#### 2.2 MOTOR CHARACTERISTICS

- A. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 3300 feet above sea level.
- B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

## 2.3 POLYPHASE MOTORS

- A. Description: NEMA MG 1, Design B, medium induction motor.
- B. Efficiency: Premium efficient, as defined in NEMA MG 1.
- C. Service Factor: 1.15.
- D. Multispeed Motors: Variable torque.
  - 1. For motors with 2:1 speed ratio, consequent pole, single winding.
  - 2. For motors with other than 2:1 speed ratio, separate winding for each speed.
- E. Rotor: Random-wound, squirrel cage.
- F. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- G. Temperature Rise: Match insulation rating.
- H. Insulation: Class F .
- I. Code Letter Designation:
  - 1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
  - 2. Motors Smaller Than 15 HP: Manufacturer's standard starting characteristic.

## 2.4 ADDITIONAL REQUIREMENTS FOR POLYPHASE MOTORS

- A. Motors Used with Reduced-Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.
- B. Motors Used with Variable-Frequency Controllers:
  - 1. Windings: Copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse-width-modulated inverters.
  - 2. Premium-Efficient Motors: Class B temperature rise; Class F insulation.
  - 3. Inverter-Duty Motors: Class F temperature rise; Class H insulation.
  - 4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.

## 2.5 SINGLE-PHASE MOTORS

- A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:
  - 1. Permanent-split capacitor.

- B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.
- C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- D. Motors 1/20 HP and Smaller: Shaded-pole type.
- E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 23 05 13

This page intentionally left blank.

## SECTION 23 05 48.13 - VIBRATION CONTROLS FOR HVAC

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Elastomeric hangers.

#### 1.3 DEFINITIONS

- A. IBC: International Building Code.
- B. OSHPD: Office of Statewide Health Planning and Development (for the State of California owned and regulated medical facilities).

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
  - 2. Include load rating for each wind-force-restraint fitting and assembly.
  - 3. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of vibration isolation device and wind-force-restraint component.
  - 4. Annotate to indicate application of each product submitted and compliance with requirements.
  - 5. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.

#### 1.5 INFORMATIONAL SUBMITTALS

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Consequential Damage: Provide additional restraints for suspended HVAC components or anchorage of floor-, roof-, or wall-mounted HVAC components as indicated in ASCE/SEI 7-05

so that failure of a non-essential or essential HVAC component will not cause the failure of any other essential architectural, mechanical, or electrical building component.

B. Component Supports:

1. Load ratings, features, and applications of all reinforcement components must be based on testing standards of a nationally recognized testing agency.

2.2 ELASTOMERIC HANGERS

A. Elastomeric Mount in a Steel Frame with Upper and Lower Steel Hanger Rods: .

1. Frame: Steel, fabricated with a connection for an upper threaded hanger rod and an opening on the underside to allow for a maximum of 30 degrees of angular lower hanger-rod misalignment without binding or reducing isolation efficiency.
2. Damping Element: Molded, oil-resistant rubber, neoprene, or other elastomeric material with a projecting bushing for the underside opening preventing steel-to-steel contact.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and wind-load control devices for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to wind-load forces.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength is adequate to carry static and wind force loads within specified loading limits.

3.3 INSTALLATION OF VIBRATION CONTROL DEVICES

- A. Provide vibration control devices for systems and equipment where indicated in Equipment Schedules or Vibration-Control Device Schedules on Drawings, where Specifications indicate

they are to be installed on specific equipment and systems, and where required by applicable codes.

- B. Coordinate location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork specified in Section 03 30 00 "Cast-in-Place Concrete."
- C. Installation of vibration isolators and wind-load restraints must not cause any change of position of equipment, piping, or ductwork resulting in stresses or misalignment.
- D. Comply with requirements in Section 07 72 00 "Roof Accessories" for installation of roof curbs, equipment supports, and roof penetrations.
- E. Install wind-load-restraint cables so they do not bend across edges of adjacent equipment or building structure.
- F. Install wind-load-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.
- G. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.
- H. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- I. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- J. Post-Installed Concrete Anchors:
  - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
  - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
  - 3. Wedge-Type Anchor Bolts: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
  - 4. Adhesive-Type Anchor Bolts: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
  - 5. Set anchors to manufacturer's recommended torque, using a torque wrench.
  - 6. Install zinc-coated steel anchors for interior and stainless steel anchors for exterior applications.

3.4 ADJUSTING

- A. Adjust isolators after system is at operating weight.
- B. Adjust limit stops on restrained-spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.

END OF SECTION 23 05 48.13

## SECTION 23 05 53 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Equipment labels.
  - 2. Warning signs and labels.
  - 3. Stencils.
  - 4. Warning tags.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT LABELS

- A. Metal Labels for Equipment:
  - 1. Material and Thickness: Brass, 0.032-inch stainless steel, 0.025-inch aluminum, 0.032-inch or anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
  - 2. Letter Color: Black .
  - 3. Background Color: White .
  - 4. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  - 5. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
  - 6. Fasteners: Stainless-steel rivets or self-tapping screws.
  - 7. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.
- C. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number, and identify Drawing numbers where equipment is indicated (plans, details, and schedules) and the Specification Section number and

title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

## 2.2 WARNING SIGNS AND LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
- B. Letter Color: White .
- C. Background Color: Red .
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
- G. Fasteners: Stainless-steel rivets or self-tapping screws.
- H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- I. Label Content: Include caution and warning information plus emergency notification instructions.

## 2.3 STENCILS

- A. Stencils for Piping:
  - 1. Lettering Size: Size letters according to ASME A13.1 for piping .
  - 2. Stencil Material: Aluminum .
  - 3. Stencil Paint: Exterior, gloss, alkyd enamel in colors complying with recommendations in ASME A13.1 unless otherwise indicated. Paint may be in pressurized spray-can form.
  - 4. Identification Paint: Exterior, acrylic enamel in colors according to ASME A13.1 unless otherwise indicated. Paint may be in pressurized spray-can form.

## 2.4 WARNING TAGS

- A. Description: Preprinted or partially preprinted accident-prevention tags of plasticized card stock with matte finish suitable for writing.
  - 1. Size: 3 by 5-1/4 inches minimum .
  - 2. Fasteners: Reinforced grommet and wire or string.

3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."
4. Color: Safety-yellow background with black lettering.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

#### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

#### 3.3 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

#### 3.4 WARNING-TAG INSTALLATION

- A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 23 05 53

This page intentionally left blank.

## SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Balancing Air Systems:
    - a. Constant-volume air systems.
  - 2. Testing, adjusting, and balancing existing systems and equipment.

#### 1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. BAS: Building automation systems.
- C. NEBB: National Environmental Balancing Bureau.
- D. TAB: Testing, adjusting, and balancing.
- E. TABB: Testing, Adjusting, and Balancing Bureau.
- F. TAB Specialist: An independent entity meeting qualifications to perform TAB work.
- G. TDH: Total dynamic head.

#### 1.4 ACTION SUBMITTALS

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Certified TAB reports.

#### 1.6 QUALITY ASSURANCE

- A. TAB Specialists Qualifications: Certified by NEBB .
  - 1. TAB Field Supervisor: Employee of the TAB specialist and certified by NEBB .

2. TAB Technician: Employee of the TAB specialist and certified by NEBB as a TAB technician.
- B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."

#### 1.7 FIELD CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.
- B. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

#### PART 2 - PRODUCTS (Not Applicable)

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.
- F. Examine equipment performance data including fan and pump curves.
  1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
  2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in

AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design."  
Compare results with the design data and installed conditions.

- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- H. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.
- J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- K. Examine strainers. Verify that startup screens have been replaced by permanent screens with indicated perforations.
- L. Examine control valves for proper installation for their intended function of throttling, diverting, or mixing fluid flows.
- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine operating safety interlocks and controls on HVAC equipment.
- P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

### 3.2 PREPARATION

- A. Prepare a TAB plan that includes the following:
  - 1. Equipment and systems to be tested.
  - 2. Strategies and step-by-step procedures for balancing the systems.
  - 3. Instrumentation to be used.
  - 4. Sample forms with specific identification for all equipment.
- B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
  - 1. Airside:
    - a. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
    - b. Duct systems are complete with terminals installed.
    - c. Volume, smoke, and fire dampers are open and functional.
    - d. Clean filters are installed.
    - e. Fans are operating, free of vibration, and rotating in correct direction.
    - f. Variable-frequency controllers' startup is complete and safeties are verified.

- g. Automatic temperature-control systems are operational.
  - h. Ceilings are installed.
  - i. Windows and doors are installed.
  - j. Suitable access to balancing devices and equipment is provided.
2. Hydronics:
- a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.
  - b. Piping is complete with terminals installed.
  - c. Water treatment is complete.
  - d. Systems are flushed, filled, and air purged.
  - e. Strainers are pulled and cleaned.
  - f. Control valves are functioning per the sequence of operation.
  - g. Shutoff and balance valves have been verified to be 100 percent open.
  - h. Pumps are started and proper rotation is verified.
  - i. Pump gage connections are installed directly at pump inlet and outlet flanges or in discharge and suction pipe prior to valves or strainers.
  - j. Variable-frequency controllers' startup is complete and safeties are verified.
  - k. Suitable access to balancing devices and equipment is provided.

### 3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
  - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
  - 2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 23 33 00 "Air Duct Accessories."
  - 3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 23 07 13 "Duct Insulation," Section 23 07 16 "HVAC Equipment Insulation," and Section 23 07 19 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

### 3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Cross-check the summation of required outlet volumes with required fan volumes.

- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Section 23 31 13 "Metal Ducts."

### 3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
  - 1. Measure total airflow.
    - a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
    - b. Where duct conditions allow, measure airflow by main Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses, close to the fan and prior to any outlets, to obtain total airflow.
    - c. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
  - 2. Measure fan static pressures as follows:
    - a. Measure static pressure directly at the fan outlet or through the flexible connection.
    - b. Measure static pressure directly at the fan inlet or through the flexible connection.
    - c. Measure static pressure across each component that makes up the air-handling system.
    - d. Report artificial loading of filters at the time static pressures are measured.
  - 3. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
  - 4. Obtain approval from Owner for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.

5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.
1. Measure airflow of submain and branch ducts.
  2. Adjust submain and branch duct volume dampers for specified airflow.
  3. Re-measure each submain and branch duct after all have been adjusted.
- C. Adjust air inlets and outlets for each space to indicated airflows.
1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
  2. Measure inlets and outlets airflow.
  3. Adjust each inlet and outlet for specified airflow.
  4. Re-measure each inlet and outlet after they have been adjusted.
- D. Verify final system conditions.
1. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to design if necessary.
  2. Re-measure and confirm that total airflow is within design.
  3. Re-measure all final fan operating data, rpms, volts, amps, and static profile.
  4. Mark all final settings.
  5. Test system in economizer mode. Verify proper operation and adjust if necessary.
  6. Measure and record all operating data.
  7. Record final fan-performance data.

### 3.6 PROCEDURES FOR MOTORS

- A. Motors 1/2 HP and Larger: Test at final balanced conditions and record the following data:
1. Manufacturer's name, model number, and serial number.
  2. Motor horsepower rating.
  3. Motor rpm.
  4. Phase and hertz.
  5. Nameplate and measured voltage, each phase.
  6. Nameplate and measured amperage, each phase.
  7. Starter size and thermal-protection-element rating.
  8. Service factor and frame size.
- B. Motors Driven by Variable-Frequency Controllers: Test manual bypass of controller to prove proper operation.

### 3.7 TOLERANCES

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
  - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent .
  - 2. Air Outlets and Inlets: Plus or minus 10 percent .
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

### 3.8 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
  - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
  - 2. Include a list of instruments used for procedures, along with proof of calibration.
  - 3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
  - 1. Pump curves.
  - 2. Fan curves.
  - 3. Manufacturers' test data.
  - 4. Field test reports prepared by system and equipment installers.
  - 5. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
  - 1. Title page.
  - 2. Name and address of the TAB specialist.
  - 3. Project name.
  - 4. Project location.
  - 5. Architect's name and address.
  - 6. Engineer's name and address.
  - 7. Contractor's name and address.
  - 8. Report date.
  - 9. Signature of TAB supervisor who certifies the report.
  - 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
  - 11. Summary of contents including the following:
    - a. Indicated versus final performance.
    - b. Notable characteristics of systems.
    - c. Description of system operation sequence if it varies from the Contract Documents.
  - 12. Nomenclature sheets for each item of equipment.
  - 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
  - 14. Notes to explain why certain final data in the body of reports vary from indicated values.

15. Test conditions for fans and pump performance forms including the following:
  - a. Settings for outdoor-, return-, and exhaust-air dampers.
  - b. Conditions of filters.
  - c. Cooling coil, wet- and dry-bulb conditions.
  - d. Fan drive settings including settings and percentage of maximum pitch diameter.
  - e. Inlet vane settings for variable-air-volume systems.
  - f. Settings for supply-air, static-pressure controller.
  - g. Other system operating conditions that affect performance.
  
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
  1. Quantities of outdoor, supply, return, and exhaust airflows.
  2. Water and steam flow rates.
  3. Duct, outlet, and inlet sizes.
  4. Pipe and valve sizes and locations.
  5. Terminal units.
  6. Balancing stations.
  7. Position of balancing devices.
  
- E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:
  1. Unit Data:
    - a. Unit identification.
    - b. Location.
    - c. Make and type.
    - d. Model number and unit size.
    - e. Manufacturer's serial number.
    - f. Unit arrangement and class.
    - g. Discharge arrangement.
    - h. Sheave make, size in inches, and bore.
    - i. Center-to-center dimensions of sheave and amount of adjustments in inches.
    - j. Number, make, and size of belts.
    - k. Number, type, and size of filters.
  2. Motor Data:
    - a. Motor make, and frame type and size.
    - b. Horsepower and rpm.
    - c. Volts, phase, and hertz.
    - d. Full-load amperage and service factor.
    - e. Sheave make, size in inches, and bore.
    - f. Center-to-center dimensions of sheave and amount of adjustments in inches.
  3. Test Data (Indicated and Actual Values):
    - a. Total airflow rate in cfm.
    - b. Total system static pressure in inches wg.
    - c. Fan rpm.
    - d. Discharge static pressure in inches wg.
    - e. Filter static-pressure differential in inches wg.
    - f. Preheat-coil static-pressure differential in inches wg.
    - g. Cooling-coil static-pressure differential in inches wg.
    - h. Heating-coil static-pressure differential in inches wg.
    - i. Outdoor airflow in cfm.

- j. Return airflow in cfm.
- k. Outdoor-air damper position.
- l. Return-air damper position.
- m. Vortex damper position.

F. Apparatus-Coil Test Reports:

- 1. Coil Data:
  - a. System identification.
  - b. Location.
  - c. Coil type.
  - d. Number of rows.
  - e. Fin spacing in fins per inch o.c.
  - f. Make and model number.
  - g. Face area in sq. ft..
  - h. Tube size in NPS.
  - i. Tube and fin materials.
  - j. Circuiting arrangement.
- 2. Test Data (Indicated and Actual Values):
  - a. Airflow rate in cfm.
  - b. Average face velocity in fpm.
  - c. Air pressure drop in inches wg.
  - d. Outdoor-air, wet- and dry-bulb temperatures in deg F.
  - e. Return-air, wet- and dry-bulb temperatures in deg F.
  - f. Entering-air, wet- and dry-bulb temperatures in deg F.
  - g. Leaving-air, wet- and dry-bulb temperatures in deg F.
  - h. Water flow rate in gpm.
  - i. Water pressure differential in feet of head or psig.
  - j. Entering-water temperature in deg F.
  - k. Leaving-water temperature in deg F.
  - l. Refrigerant expansion valve and refrigerant types.
  - m. Refrigerant suction pressure in psig.
  - n. Refrigerant suction temperature in deg F.
  - o. Inlet steam pressure in psig.

G. Gas- and Oil-Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:

- 1. Unit Data:
  - a. System identification.
  - b. Location.
  - c. Make and type.
  - d. Model number and unit size.
  - e. Manufacturer's serial number.
  - f. Fuel type in input data.
  - g. Output capacity in Btu/h.
  - h. Ignition type.
  - i. Burner-control types.
  - j. Motor horsepower and rpm.
  - k. Motor volts, phase, and hertz.
  - l. Motor full-load amperage and service factor.

- m. Sheave make, size in inches, and bore.
- n. Center-to-center dimensions of sheave and amount of adjustments in inches.
2. Test Data (Indicated and Actual Values):
  - a. Total airflow rate in cfm.
  - b. Entering-air temperature in deg F.
  - c. Leaving-air temperature in deg F.
  - d. Air temperature differential in deg F.
  - e. Entering-air static pressure in inches wg.
  - f. Leaving-air static pressure in inches wg.
  - g. Air static-pressure differential in inches wg.
  - h. Low-fire fuel input in Btu/h.
  - i. High-fire fuel input in Btu/h.
  - j. Manifold pressure in psig.
  - k. High-temperature-limit setting in deg F.
  - l. Operating set point in Btu/h.
  - m. Motor voltage at each connection.
  - n. Motor amperage for each phase.
  - o. Heating value of fuel in Btu/h.

H. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:
  - a. System identification.
  - b. Location.
  - c. Make and type.
  - d. Model number and size.
  - e. Manufacturer's serial number.
  - f. Arrangement and class.
2. Motor Data:
  - a. Motor make, and frame type and size.
  - b. Horsepower and rpm.
  - c. Volts, phase, and hertz.
  - d. Full-load amperage and service factor.
3. Test Data (Indicated and Actual Values):
  - a. Total airflow rate in cfm.
  - b. Total system static pressure in inches wg.
  - c. Fan rpm.
  - d. Discharge static pressure in inches wg.
  - e. Suction static pressure in inches wg.

I. Air-Terminal-Device Reports:

1. Unit Data:
  - a. System and air-handling unit identification.
  - b. Location and zone.
  - c. Apparatus used for test.
  - d. Area served.
  - e. Make.
  - f. Number from system diagram.
  - g. Type and model number.
  - h. Size.

- i. Effective area in sq. ft..
2. Test Data (Indicated and Actual Values):
  - a. Airflow rate in cfm.
  - b. Air velocity in fpm.
  - c. Preliminary airflow rate as needed in cfm.
  - d. Preliminary velocity as needed in fpm.
  - e. Final airflow rate in cfm.
  - f. Final velocity in fpm.
  - g. Space temperature in deg F.

J. Instrument Calibration Reports:

1. Report Data:
  - a. Instrument type and make.
  - b. Serial number.
  - c. Application.
  - d. Dates of use.
  - e. Dates of calibration.

### 3.9 VERIFICATION OF TAB REPORT

- A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of Owner .
- B. Owner shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
- C. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
- D. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.
- E. If TAB work fails, proceed as follows:
  1. TAB specialists shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
  2. If the second final inspection also fails, Owner may contract the services of another TAB specialist to complete TAB work according to the Contract Documents and deduct the cost of the services from the original TAB specialist's final payment.
- F. Prepare test and inspection reports.

3.10 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 23 05 93

## SECTION 23 07 13 - DUCT INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes insulating the following duct services:
  - 1. Indoor, concealed supply and outdoor air.
  - 2. Indoor, exposed supply and outdoor air.
  - 3. Indoor, concealed return located in unconditioned space.
  - 4. Indoor, exposed return located in unconditioned space.
  - 5. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
  - 6. Indoor, exposed exhaust between isolation damper and penetration of building exterior.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

#### 1.7 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 23 05 29 "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

#### 1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

### PART 2 - PRODUCTS

#### 2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type II for sheet materials.
- G. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket . Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- H. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- I. Mineral-Fiber, Pipe and Tank Insulation: Mineral or glass fibers bonded with a thermosetting resin. Semirigid board material with factory-applied FSK jacket complying with ASTM C 1393, Type II or Type IIIA Category 2, or with properties similar to ASTM C 612, Type IB. Nominal density is 2.5 lb/cu. ft. or more. Thermal conductivity (k-value) at 100 deg F is 0.29 Btu x in./h x sq. ft. x deg F or less. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- J. Polyolefin: Unicellular, polyethylene thermal plastic insulation. Comply with ASTM C 534 or ASTM C 1427, Type I, Grade 1 for tubular materials and Type II, Grade 1 for sheet materials.

## 2.2 FIRE-RATED INSULATION SYSTEMS

- A. Fire-Rated Board: Structural-grade, press-molded, xonolite calcium silicate, fireproofing board suitable for operating temperatures up to 1700 deg F . Comply with ASTM C 656, Type II, Grade 6. Tested and certified to provide a 1 -hour fire rating by an NRTL acceptable to authorities having jurisdiction.
- B. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a 1 -hour fire rating by an NRTL acceptable to authorities having jurisdiction.

## 2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- D. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
- E. PVC Jacket Adhesive: Compatible with PVC jacket.

## 2.4 MASTICS AND COATINGS

- A. Materials shall be compatible with insulation materials, jackets, and substrates.
- B. Vapor-Retarder Mastic: Water based; suitable for indoor use on below ambient services.
  - 1. Water-Vapor Permeance: Comply with ASTM C 755, Section 7.2.2, Table 2, for insulation type and service conditions.
  - 2. Service Temperature Range: Minus 20 to plus 180 deg F .
  - 3. Color: White .
- C. Vapor-Retarder Mastic: Solvent based; suitable for indoor use on below ambient services.
  - 1. Water-Vapor Permeance: Comply with ASTM C 755, Section 7.2.2, Table 2, for insulation type and service conditions.
  - 2. Service Temperature Range: 0 to 180 deg F .
  - 3. Color: White .

## 2.5 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
  - 1. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.
  - 2. Service Temperature Range: 0 to plus 180 deg F .
  - 3. Color: White.

## 2.6 SEALANTS

- A. FSK and Metal Jacket Flashing Sealants:
  - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
  - 2. Fire- and water-resistant, flexible, elastomeric sealant.
  - 3. Service Temperature Range: Minus 40 to plus 250 deg F .
  - 4. Color: Aluminum.
- B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:
  - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
  - 2. Fire- and water-resistant, flexible, elastomeric sealant.
  - 3. Service Temperature Range: Minus 40 to plus 250 deg F .
  - 4. Color: White.

## 2.7 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.
5. Vinyl Jacket: White vinyl with a permeance of 1.3 perms when tested according to ASTM E 96/E 96M, Procedure A, and complying with NFPA 90A and NFPA 90B.

## 2.8 FIELD-APPLIED FABRIC-REINFORCING MESH

- A. Woven Glass-Fiber Fabric: Approximately 6 oz./sq. yd. with a thread count of 5 strands by 5 strands/sq. in. for covering ducts.
- B. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in. , in a Leno weave, for ducts.

## 2.9 FIELD-APPLIED CLOTHS

- A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd. .

## 2.10 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.
- C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
  1. Adhesive: As recommended by jacket material manufacturer.
  2. Color: White .
- D. Metal Jacket:
  1. Aluminum Jacket: Comply with ASTM B 209 , Alloy 3003, 3005, 3105, or 5005, Temper H-14.
    - a. Sheet and roll stock ready for shop or field sizing .
    - b. Finish and thickness are indicated in field-applied jacket schedules.
    - c. Moisture Barrier for Indoor Applications: 3-mil- thick, heat-bonded polyethylene and kraft paper .

## 2.11 TAPES

- A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
1. Width: 3 inches .
  2. Thickness: 6.5 mils .
  3. Adhesion: 90 ounces force/inch in width.
  4. Elongation: 2 percent.
  5. Tensile Strength: 40 lbf/inch in width.
  6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- B. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
1. Width: 2 inches .
  2. Thickness: 3.7 mils .
  3. Adhesion: 100 ounces force/inch in width.
  4. Elongation: 5 percent.
  5. Tensile Strength: 34 lbf/inch in width.

## 2.12 SECUREMENTS

- A. Bands:
1. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 1/2 inch wide with wing seal .
  2. Aluminum: ASTM B 209 , Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing seal .
- B. Insulation Pins and Hangers:
1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
  2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
  3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
    - a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
    - b. Spindle: Aluminum , fully annealed, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
    - c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

4. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, aluminum sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
  - a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.

D. Wire: 0.062-inch soft-annealed, stainless steel .

## 2.13 CORNER ANGLES

- A. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch , aluminum according to ASTM B 209 , Alloy 3003, 3005, 3105, or 5005; Temper H-14.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
  1. Verify that systems to be insulated have been tested and are free of defects.
  2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.

- F. Keep insulation materials dry during application and finishing.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
  - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
  - 1. Draw jacket tight and smooth.
  - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
  - 3. Overlap jacket longitudinal seams at least 1-1/2 inches . Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
    - a. For below ambient services, apply vapor-barrier mastic over staples.
  - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
  - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

### 3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
  2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
  4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
1. Seal penetrations with flashing sealant.
  2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches .
  4. Seal jacket to wall flashing with flashing sealant.
- C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches .
1. Comply with requirements in Section 07 84 13 "Penetration Firestopping."
- E. Insulation Installation at Floor Penetrations:
1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches .
  2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 07 84 13 "Penetration Firestopping."
- 3.5 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION
- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- 3.6 INSTALLATION OF MINERAL-FIBER INSULATION
- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.

2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
  3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    - b. On duct sides with dimensions larger than 18 inches , place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    - d. Do not overcompress insulation during installation.
    - e. Impale insulation over pins and attach speed washers.
    - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
  4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches .
  5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
  6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
  7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.
- B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
  2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
  3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.

- b. On duct sides with dimensions larger than 18 inches , space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
  - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
  - d. Do not overcompress insulation during installation.
  - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches .
  5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
  6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

### 3.7 FIELD-APPLIED JACKET INSTALLATION

- A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.
  1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
  2. Embed glass cloth between two 0.062-inch- thick coats of lagging adhesive.
  3. Completely encapsulate insulation with coating, leaving no exposed insulation.
- B. Where FSK jackets are indicated, install as follows:
  1. Draw jacket material smooth and tight.
  2. Install lap or joint strips with same material as jacket.
  3. Secure jacket to insulation with manufacturer's recommended adhesive.
  4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch- wide joint strips at end joints.
  5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

- C. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.
  - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- D. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

### 3.8 FIRE-RATED INSULATION SYSTEM INSTALLATION

- A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.
- B. Insulate duct access panels and doors to achieve same fire rating as duct.
- C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Section 07 84 13 "Penetration Firestopping."

### 3.9 FINISHES

- A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 09 91 13 "Exterior Painting" and Section 09 91 23 "Interior Painting."
  - 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
    - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- D. Do not field paint aluminum or stainless-steel jackets.

### 3.10 DUCT INSULATION SCHEDULE, GENERAL

- A. Plenums and Ducts Requiring Insulation:
  - 1. Indoor, concealed supply and outdoor air.
  - 2. Indoor, exposed supply and outdoor air.
  - 3. Indoor, concealed return located in unconditioned space.
  - 4. Indoor, exposed return located in unconditioned space.

5. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
6. Indoor, exposed exhaust between isolation damper and penetration of building exterior.

B. Items Not Insulated:

1. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
2. Factory-insulated flexible ducts.
3. Factory-insulated plenums and casings.
4. Flexible connectors.
5. Vibration-control devices.
6. Factory-insulated access panels and doors.

### 3.11 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, round and flat-oval, supply-air duct insulation shall be one of the following:

1. Flexible Elastomeric: 1 inch thick.
2. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

B. Concealed, round and flat-oval, return-air duct insulation shall be one of the following:

1. Flexible Elastomeric: 1 inch thick.
2. Mineral-Fiber Blanket: 1-1/2 inches thick and 1.5-lb/cu. ft. nominal density.

C. Concealed, round and flat-oval, outdoor-air duct insulation shall be one of the following:

1. Flexible Elastomeric: 1 inch thick.
2. Mineral-Fiber Blanket: 1-1/2 inches thick and 1.5-lb/cu. ft. nominal density.

D. Concealed, rectangular, supply-air duct insulation shall be one of the following:

1. Flexible Elastomeric: 1 inch thick.
2. Mineral-Fiber Blanket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

E. Concealed, rectangular, return-air duct insulation shall be one of the following:

1. Flexible Elastomeric: 1 inch thick.
2. Mineral-Fiber Blanket: 1-1/2 inches thick and 1.5-lb/cu. ft. nominal density.

F. Concealed, rectangular, outdoor-air duct insulation shall be one of the following:

1. Flexible Elastomeric: 1 inch thick.
2. Mineral-Fiber Blanket: 1-1/2 inches thick and 1.5-lb/cu. ft. nominal density.

G. Exposed, round and flat-oval, supply-air duct insulation shall be the following:

1. Flexible Elastomeric: 1 inch thick.

H. Exposed, round and flat-oval, return-air duct insulation shall be the following:

1. Flexible Elastomeric: 1 inch thick.
  - I. Exposed, round and flat-oval, outdoor-air duct insulation shall be the following:
    1. Flexible Elastomeric: 1 inch thick.
  - J. Exposed, rectangular, supply-air duct insulation shall be one of the following:
    1. Flexible Elastomeric: 1 inch thick.
  - K. Exposed, rectangular, return-air duct insulation shall be the following:
    1. Flexible Elastomeric: 1 inch thick.
  - L. Exposed, rectangular, outdoor-air duct insulation shall be the following:
    1. Flexible Elastomeric: 1 inch thick.
  - M. Exposed, outdoor-air plenum insulation shall be one of the following:
    1. Mineral-Fiber Board: 1-1/2 inches thick and 2-lb/cu. ft. nominal density.
- 3.12 INDOOR, FIELD-APPLIED JACKET SCHEDULE
- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
  - B. If more than one material is listed, selection from materials listed is Contractor's option.
  - C. Ducts and Plenums, Exposed:
    1. PVC : 20 mils thick.

END OF SECTION 23 07 13

## SECTION 23 31 13 - METAL DUCTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Single-wall rectangular ducts and fittings.
  - 2. Single-wall round ducts and fittings.
  - 3. Sheet metal materials.
  - 4. Sealants and gaskets.
  - 5. Hangers and supports.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:
  - 1. Liners and adhesives.
  - 2. Sealants and gaskets.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Airstream Surfaces: Surfaces in contact with airstream shall comply with requirements in ASHRAE 62.1.
- B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment," and Section 7 - "Construction and System Startup."
- C. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."
- D. Duct Dimensions: Unless otherwise indicated, all duct dimensions indicated on Drawings are inside clear dimensions and do not include insulation or duct wall thickness.

## 2.2 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
  - 1. Construct ducts of galvanized sheet steel unless otherwise indicated.
- B. Transverse Joints: Fabricate joints in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible." All longitudinal seams shall be Pittsburgh lock seams unless otherwise specified for specific application.
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.3 SINGLE-WALL ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
  - 1. Construct ducts of galvanized sheet steel unless otherwise indicated.
- B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).
- C. Transverse Joints: Select joint types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

- E. Tees and Laterals: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.4 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
  - 1. Galvanized Coating Designation: G60 .
  - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.
- D. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated; cold rolled, annealed, sheet. Exposed surface finish shall be No. 4 unless otherwise indicated.
- E. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
  - 1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- F. Tie Rods: Galvanized steel, 1/4-inch- minimum diameter for lengths 36 inches or less; 3/8-inch- minimum diameter for lengths longer than 36 inches.

## 2.5 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.
- B. Water-Based Joint and Seam Sealant:
  - 1. Application Method: Brush on.
  - 2. Solids Content: Minimum 65 percent.
  - 3. Shore A Hardness: Minimum 20.
  - 4. Water resistant.
  - 5. Mold and mildew resistant.
  - 6. VOC: Maximum 75 g/L (less water).
  - 7. Maximum Static-Pressure Class: 10 inch wg, positive and negative.
  - 8. Service: Indoor or outdoor.

9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- C. Flanged Joint Sealant: Comply with ASTM C 920.
    1. General: Single-component, acid-curing, silicone, elastomeric.
    2. Type: S.
    3. Grade: NS.
    4. Class: 25.
    5. Use: O.
  - D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
- 2.6 HANGERS AND SUPPORTS
- A. Hanger Rods for Noncorrosive Environments: Galvanized-steel rods and nuts.
  - B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
  - C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
  - D. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
  - E. Trapeze and Riser Supports:
    1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
    2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.

## PART 3 - EXECUTION

### 3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and coordination drawings.
- B. Install ducts in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install ducts in maximum practical lengths with fewest possible joints.
- D. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

- E. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- G. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- H. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- I. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- J. Install fire , combination fire/smoke, and smoke dampers where indicated on Drawings and as required by code, and by local authorities having jurisdiction. Comply with requirements in Section 23 33 00 "Air Duct Accessories" for fire and smoke dampers and specific installation requirements of the damper UL listing.
- K. Install heating coils, cooling coils, air filters, dampers, and all other duct-mounted accessories in air ducts where indicated on Drawings.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials both before and after installation. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."
- M. Elbows: Use long-radius elbows wherever they fit.
  - 1. Fabricate 90-degree rectangular mitered elbows to include turning vanes.
  - 2. Fabricate 90-degree round elbows with a minimum of three segments for 12 inches and smaller and a minimum of five segments for 14 inches and larger.
- N. Branch Connections: Use lateral or conical branch connections.

### 3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

### 3.3 DUCT SEALING

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and seal all ducts to Seal Class A unless otherwise indicated.

### 3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
  - 1. Where practical, install concrete inserts before placing concrete.
  - 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
  - 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
  - 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

### 3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 23 33 00 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

### 3.6 PAINTING

- A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Section 09 91 13 "Exterior Painting" and Section 09 91 23 "Interior Painting."

### 3.7 DUCT CLEANING

- A. Clean existing to remain duct system(s) before testing, adjusting, and balancing.
- B. Use duct cleaning methodology as indicated in NADCA ACR.
- C. Use service openings for entry and inspection.
  - 1. Provide openings with access panels appropriate for duct static-pressure and leakage class at dampers, coils, and any other locations where required for inspection and cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 23 33 00 "Air Duct Accessories" for access panels and doors.
  - 2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
  - 3. Remove and reinstall ceiling to gain access during the cleaning process.
- D. Particulate Collection and Odor Control:
  - 1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
  - 2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.
- E. Clean the following components by removing surface contaminants and deposits:
  - 1. Air outlets and inlets (registers, grilles, and diffusers).
  - 2. Supply-air ducts, dampers, actuators, and turning vanes.

### 3.8 STARTUP

- A. Air Balance: Comply with requirements in Section 23 05 93 "Testing, Adjusting, and Balancing for HVAC."

### 3.9 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
  - 1. Fabricate all ducts to achieve SMACNA pressure class, seal class, and leakage class as indicated on the drawings.
- B. Double-Wall Duct Interstitial Insulation:

1. Supply-Air Ducts: 1-1/2 inch(es) thick.

C. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
  - a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
  - b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
  - c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
  - a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
    - 1) Radius-to Diameter Ratio: 1.5.
  - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
  - c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam .

D. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
  - a. Rectangular Main to Rectangular Branch: 45-degree entry.
  - b. Rectangular Main to Round Branch: Conical spin in.
2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.

END OF SECTION 23 31 13

## SECTION 23 33 00 - AIR DUCT ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Manual volume dampers.
  - 2. Turning vanes.
  - 3. Duct-mounted access doors.
  - 4. Flexible connectors.
  - 5. Duct accessory hardware.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. For duct silencers, include pressure drop and dynamic insertion loss data. Include breakout noise calculations for high transmission loss casings.

### PART 2 - PRODUCTS

#### 2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

#### 2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A653/A653M.
  - 1. Galvanized Coating Designation: G60 .
  - 2. Exposed-Surface Finish: Mill phosphatized.

- B. Stainless-Steel Sheets: Comply with ASTM A480/A480M, Type 304, and having a No. 2 finish for concealed ducts and No. 4 finish for exposed ducts unless otherwise indicated.
- C. Aluminum Sheets: Comply with ASTM B209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- D. Extruded Aluminum: Comply with ASTM B221, Alloy 6063, Temper T6.
- E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

### 2.3 MANUAL VOLUME DAMPERS

- A. Jackshaft:
  - 1. Size: 0.5-inch diameter.
  - 2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
  - 3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.
- B. Damper Hardware:
  - 1. Zinc-plated, die-cast core with dial and handle made of 3/32-inch-thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
  - 2. Include center hole to suit damper operating-rod size.
  - 3. Include elevated platform for insulated duct mounting.

### 2.4 TURNING VANES

- A. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
  - 1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.
- B. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."
- C. Vane Construction: Double wall.
- D. Vane Construction: Single wall for ducts up to 48 inches wide and double wall for larger dimensions.

## 2.5 DUCT-MOUNTED ACCESS DOORS

- A. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2, "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."
  - 1. Door:
    - a. Double wall, rectangular.
    - b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
    - c. Vision panel.
    - d. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
    - e. Fabricate doors airtight and suitable for duct pressure class.
  - 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
  - 3. Number of Hinges and Locks:
    - a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
    - b. Access Doors up to 18 Inches Square: Two hinges and two sash locks.
    - c. Access Doors up to 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.

## 2.6 DUCT ACCESS PANEL ASSEMBLIES

- A. Labeled according to UL 1978 by an NRTL.
- B. Panel and Frame: Minimum thickness 0.0528-inch carbon steel.
- C. Fasteners: Carbon steel. Panel fasteners shall not penetrate duct wall.
- D. Gasket: Comply with NFPA 96; grease-tight, high-temperature ceramic fiber, rated for minimum 2000 deg F.
- E. Minimum Pressure Rating: 10-inch wg, positive or negative.

## 2.7 FLEXIBLE CONNECTORS

- A. Materials: Flame-retardant or noncombustible fabrics.
- B. Coatings and Adhesives: Comply with UL 181, Class 1.
- C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to two strips of 2-3/4-inch- wide, 0.028-inch- thick, galvanized sheet steel or 0.032-inch- thick aluminum sheets. Provide metal compatible with connected ducts.
- D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
  - 1. Minimum Weight: 26 oz./sq. yd..
  - 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
  - 3. Service Temperature: Minus 40 to plus 200 deg F.

## 2.8 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.
- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
  - 1. Install steel volume dampers in steel ducts.
  - 2. Install aluminum volume dampers in aluminum ducts.
- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Install test holes at fan inlets and outlets and elsewhere as indicated.
- G. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
  - 1. On both sides of duct coils.
  - 2. Upstream from duct filters.
  - 3. At outdoor-air intakes and mixed-air plenums.
  - 4. At drain pans and seals.
  - 5. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
  - 6. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.
  - 7. At each change in direction and at maximum 50-foot spacing.

8. Upstream from turning vanes.
  9. Upstream or downstream from duct silencers.
  10. Control devices requiring inspection.
  11. Elsewhere as indicated.
- H. Install access doors with swing against duct static pressure.
- I. Access Door Sizes:
1. Head and Hand Access: 18 by 10 inches.
- J. Label access doors according to Section 23 05 53 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- K. Install flexible connectors to connect ducts to equipment.
- L. For fans developing static pressures of 5-inch wg and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.
- M. Install duct test holes where required for testing and balancing purposes.
- N. Install thrust limits at centerline of thrust, symmetrical on both sides of equipment. Attach thrust limits at centerline of thrust and adjust to a maximum of 1/4-inch movement during start and stop of fans.

END OF SECTION 23 33 00

This page intentionally left blank.

## SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Copper building wire.
2. Metal-clad cable, Type MC.
3. Fire-alarm wire and cable.
4. Connectors and splices.

##### B. Related Requirements:

1. Section 26 00 10 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 26 05 13 "Medium-Voltage Cables" for single-conductor and multiconductor cables, cable splices, and terminations for electrical distribution systems with 601 to 35 000 V.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data:

1. Copper building wire.
2. Metal-clad cable, Type MC.
3. Fire-alarm wire and cable.
4. Connectors and splices.

#### 1.3 INFORMATIONAL SUBMITTALS

### PART 2 - PRODUCTS

#### 2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

##### B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
  - C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
  - D. Conductor Insulation:
    1. Type THHN and Type THWN-2. Comply with UL 83.
    2. .
- 2.2 METAL-CLAD CABLE, TYPE MC
- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
  - B. Standards:
    1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
    2. Comply with UL 1569.
    3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
  - C. Circuits:
    1. Single circuit and multicircuit with color-coded conductors.
    2. Power-Limited Fire-Alarm Circuits: Comply with UL 1424.
  - D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors .
  - E. Ground Conductor: Insulated .
  - F. Conductor Insulation:
    1. Type TFN/THHN/THWN-2. Comply with UL 83.
    2. .
  - G. Armor: Steel , interlocked.
  - H. Jacket: PVC applied over armor.
- 2.3 FIRE-ALARM WIRE AND CABLE
- A. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
  - B. Signaling Line Circuits: Twisted, shielded pair, not less than No. 18 AWG .

1. Circuit Integrity Cable: Twisted shielded pair, NFPA 70, Article 760, Classification CI, for power-limited fire-alarm signal service Type FPL. NRTL listed and labeled as complying with UL 1424 and UL 2196 for a two-hour rating.
- C. Non-Power-Limited Circuits: Solid-copper conductors with 600 V rated, 75 deg C, color-coded insulation, and complying with requirements in UL 2196 for a two-hour rating.
  1. Low-Voltage Circuits: No. 16 AWG, minimum, in pathway.
  2. Line-Voltage Circuits: No. 12 AWG, minimum, in pathway.
  3. Multiconductor Armored Cable: NFPA 70, Type MC, copper conductors, Type TFN/THHN conductor insulation, copper drain wire, copper armor with outer jacket with red identifier stripe, NTRL listed for fire-alarm and cable tray installation, plenum rated.

## 2.4 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  1. Material: Copper .
  2. Type: One hole with standard barrels.
  3. Termination: Compression .

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:
  1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
  2. Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors must be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits:
  1. Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
  2. Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.
- C. ASD Output Circuits Cable: Extra-flexible stranded for all sizes.
- D. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway .
- B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway Metal-clad cable, Type MC .
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway Metal-clad cable, Type MC .
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway .
- E. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway Metal-clad cable, Type MC .
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway Metal-clad cable, Type MC .
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway .

3.3 INSTALLATION, GENERAL

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points in accordance with Section 26 05 33.13 "Conduits for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 26 05 29 "Hangers and Supports for Electrical Systems."
- G. Complete cable tray systems installation according to Section 26 05 36 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 INSTALLATION OF FIRE-ALARM WIRE AND CABLE

- A. Comply with NFPA 72.

- B. Wiring Method: Install wiring in metal pathway according to Section 27 05 28.29 "Hangers and Supports for Communications Systems."
  - 1. Install plenum cable in environmental airspaces, including plenum ceilings.
  - 2. Fire-alarm circuits and equipment control wiring associated with fire-alarm system must be installed in a dedicated pathway system.
    - a. Cables and pathways used for fire-alarm circuits, and equipment control wiring associated with fire-alarm system, may not contain any other wire or cable.
  - 3. Signaling Line Circuits: Power-limited fire-alarm cables must not be installed in the same cable or pathway as signaling line circuits.
- C. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with fire-alarm system to terminal blocks. Mark each terminal according to system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
- D. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes; cabinets; or equipment enclosures where circuit connections are made.
- E. Color-Coding: Color-code fire-alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and another for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire-alarm system junction boxes and covers red.
- F. Risers: Install at least two vertical cable risers to serve the fire-alarm system. Separate risers in close proximity to each other with a minimum one-hour-rated wall, so the loss of one riser does not prevent receipt or transmission of signals from other floors or zones.
- G. Wiring to Remote Alarm Transmitting Device: 1 inch conduit between the fire-alarm control panel and the transmitter. Install number of conductors and electrical supervision for connecting wiring as needed to suit monitoring function.

### 3.5 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch of slack.

- D. Comply with requirements in Section 28 46 21.11 "Addressable Fire-Alarm Systems" for connecting, terminating, and identifying wires and cables.

### 3.6 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 26 05 53 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

### 3.7 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 05 44 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.8 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 07 84 13 "Penetration Firestopping."

END OF SECTION 26 05 19

## SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

#### 1.2 QUALITY ASSURANCE

### PART 2 - PRODUCTS

#### 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

#### 2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.

#### 2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression -type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- C. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- D. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- E. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.

- F. Conduit Hubs: Mechanical type, terminal with threaded hub.

### PART 3 - EXECUTION

#### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Grounding Conductors: Green-colored insulation with continuous yellow stripe.
- C. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Connections to Structural Steel: Welded connectors.

#### 3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

#### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

END OF SECTION 26 05 26

## SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Steel slotted support systems.
- 2. Conduit and cable support devices.
- 3. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
- 4. Fabricated metal equipment support assemblies.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
  - a. Slotted support systems, hardware, and accessories.
  - b. Clamps.
  - c. Hangers.
  - d. Sockets.
  - e. Fasteners.
  - f. Anchors.
  - g. Brackets.
- 2. Include rated capacities and furnished specialties and accessories.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

#### 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c. in at least one surface.

1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  2. Material for Channel, Fittings, and Accessories: Galvanized steel .
  3. Channel Width: 1-5/8 inches .
  4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  5. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  2. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  3. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F 3125/F 3125M, Grade A325 .
  4. Hanger Rods: Threaded steel.

## 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 05 50 00 "Metal Fabrications" for steel shapes and plates.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
1. NECA 1.
  2. NECA 101
- B. Comply with requirements in Section 07 84 13 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 26 05 33 "Raceways and Boxes for Electrical Systems."

- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps .
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT and RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb .
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To New Concrete: Bolt to concrete inserts.
  - 2. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 3. To Existing Concrete: Expansion anchor fasteners.
  - 4. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
  - 5. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts .
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 05 50 00 "Metal Fabrications" for site-fabricated metal supports.

- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION 26 05 29

## SECTION 26 05 33.13 - CONDUITS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Type EMT-S duct raceways and elbows.
2. Type IMC duct raceways.
3. Type LFMC duct raceways.
4. Fittings for conduit, tubing, and cable.

B. Products Installed, but Not Furnished, under This Section:

1. See Section 26 05 53 "Identification for Electrical Systems" for electrical equipment labels.

C. Related Requirements:

1. Section 26 05 19 "Low-Voltage for Electrical Power Conductors and Cables" for nonmetallic underground conduit with conductors (Type NUCC).

#### 1.2 DEFINITIONS

A. Conduit: A structure containing one or more duct raceways.

B. Duct Raceway: A single enclosed raceway for conductors or cable.

C. Duct Bank: An arrangement of conduit providing one or more continuous duct raceways between two points.

#### 1.3 ACTION SUBMITTALS

A. Product Data:

1. Type EMT-S duct raceways and elbows.
2. Type IMC duct raceways.
3. Fittings for conduit, tubing, and cable.

### PART 2 - PRODUCTS

#### 2.1 TYPE EMT-S DUCT RACEWAYS AND ELBOWS

A. Performance Criteria:

0999J047.A01

CONDUITS FOR ELECTRICAL SYSTEMS / 26  
05 33.13  
Page 1

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Listing Criteria: UL CCN FJMX; including UL 797.

B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL FJMX - Steel Electrical Metal Tubing (EMT-S) and Elbows:

1. Material: Steel.
2. Options:
  - a. Exterior Coating: Zinc Alternate corrosion-resistant coating.
  - b. Interior Coating: Zinc .
  - c. Minimum Trade Size: Metric designator 21 (trade size 3/4).
  - d. Colors: As indicated on Drawings.

## 2.2 TYPE IMC DUCT RACEWAYS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Listing Criteria: UL CCN DYBY; including UL 1242.

B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL DYBY - Steel Intermediate Metal Conduit (IMC):

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. ABB, Electrification Business.
  - b. Allied Tube & Conduit; Atkore International.
  - c. Calconduit; Atkore International.
  - d. Republic Conduit; Nucor Corporation, Nucor Tubular Products.
  - e. Topaz Lighting & Electric.
  - f. Western Tube; Zekelman Industries.
  - g. Wheatland Tube; Zekelman Industries.
2. Options:
  - a. Exterior Coating: Zinc Alternative corrosion-resistant coating.

- b. Interior Coating: Zinc with organic top coating Zinc .
- c. Minimum Trade Size: Metric designator 21 (trade size 3/4).
- d. Colors: As indicated on Drawings.

## 2.3 TYPE LFMC DUCT RACEWAYS

### A. Performance Criteria:

- 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
- 2. Listing Criteria: UL CCN DXHR; including UL 360.

### B. Source Quality Control:

- 1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
- 2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

### C. UL DXHR - Steel Liquidtight Flexible Metal Conduit (LFMC-S):

- 1. Material: Steel.
- 2. Options:
  - a. Minimum Trade Size: Metric designator 21 (trade size 3/4).
  - b. Colors: As indicated on Drawings.

## 2.4 FITTINGS FOR CONDUIT, TUBING, AND CABLE

### A. Performance Criteria:

- 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

### B. Source Quality Control:

- 1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
- 2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

### C. UL DWTT - Fittings for Type ERM, Type IMC, Type PVC, Type HDPE, Type EPEC, and Type RTRC Duct Raceways:

- 1. Listing Criteria: UL CCN DWTT; including UL 514B.
- 2. Options:
  - a. Material: Steel .
  - b. Coupling Method: Compression coupling .

- c. Expansion and Deflection Fittings: UL 651 with flexible bonding jumper.

### PART 3 - EXECUTION

#### 3.1 SELECTION OF CONDUITS FOR ELECTRICAL SYSTEMS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NFPA 70 for selection of duct raceways. Consult Architect for resolution of conflicting requirements.
- B. Outdoors:
  1. Exposed and Subject to Severe Physical Damage: IMC.
  2. Concealed Aboveground: IMC PVC-40 .
  3. Concrete Encased Not in Trench: PVC-40 .
  4. Concrete Encased in Trench: PVC-40 .
  5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC .
- C. Indoors:
  1. Exposed and Subject to Physical Damage: IMC . Locations include the following:
    - a. Locations less than 2.5 m (8 ft) above finished floor.
    - b. Stub-ups to above suspended ceilings.
  2. Concealed in Ceilings and Interior Walls and Partitions: EMT .
  3. Damp or Wet Locations: IMC Corrosion-resistant EMT.
  4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC FMC .

#### 3.2 INSTALLATION OF CONDUITS FOR ELECTRICAL SYSTEMS

- A. Comply with manufacturer's published instructions.
- B. Reference Standards for Installation: Unless more stringent installation requirements are specified in Contract Documents or manufacturers' published instructions, comply with the following:
  1. Type EMT-S: Article 358 of NFPA 70 and NECA NEIS 101.
  2. Type IMC: Article 342 of NFPA 70 and NECA NEIS 101.
  3. Type LFMC: Article 350 of NFPA 70 and NECA NEIS 101.
  4. Type RTRC: Article 355 of NFPA 70 and NECA NEIS 111.
  5. Expansion Fittings: NEMA FB 2.40.
  6. Consult Architect for resolution of conflicting requirements.
- C. Special Installation Techniques:
  1. Types EMT-A, ERMC-A, and FMC-A: Do not install aluminum duct raceways or fittings in contact with concrete or earth.

2. Types ERMC and IMC:
  - a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of duct raceway and fittings before making up joints. Follow compound manufacturer's published instructions.
3. Types FMC, LFMC, and LFNC:
  - a. Provide a maximum of 36 inch of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
4. Stub-ups to Above Recessed Ceilings:
  - a. Provide EMT, IMC, or ERMC for duct raceways.
  - b. Provide a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
5. Expansion-Joint Fittings:
  - a. Install in runs of aboveground PVC that are located where environmental temperature change may exceed 30 deg F and that have straight-run length that exceeds 25 ft. Install in runs of aboveground ERMC and EMT conduit that are located where environmental temperature change may exceed 100 deg F and that have straight-run length that exceeds 100 ft.
  - b. Install type and quantity of fittings that accommodate temperature change listed for the following locations:
    - 1) Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - 2) Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
    - 3) Attics: 135 deg F temperature change.
  - c. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
  - d. Install expansion fittings at locations where conduits cross building or structure expansion joints.
  - e. Install expansion-joint fitting with position, mounting, and piston setting selected in accordance with manufacturer's published instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
6. Duct Raceways Penetrating Rooms or Walls with Acoustical Requirements: Seal duct raceway openings on both sides of rooms or walls with acoustically rated putty or firestopping.
7. Identification: Provide labels for conduit assemblies, duct raceways, and associated electrical equipment.
  - a. Provide warning signs.

### 3.3 PROTECTION

#### A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 05 33.13

## SECTION 26 05 33.16 - BOXES AND COVERS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Metallic outlet boxes, device boxes, rings, and covers.
2. Nonmetallic outlet boxes, device boxes, rings, and covers.
3. Junction boxes and pull boxes.
4. Cover plates for device boxes.

##### B. Products Installed, but Not Furnished, under This Section:

1. See Section 26 05 53 "Identification for Electrical Systems" for electrical equipment labels.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data:

1. Metallic outlet boxes, device boxes, rings, and covers.
2. Nonmetallic outlet boxes, device boxes, rings, and covers.
3. Junction boxes and pull boxes.
4. Cover plates for device boxes.

### PART 2 - PRODUCTS

#### 2.1 METALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS

##### A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

##### B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

##### C. UL QCIT - Metallic Outlet Boxes and Covers:

1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides of the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.

## 2.2 NONMETALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS

### A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. Listing Criteria: UL CCN QCMZ; including UL 514C.

### B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

### C. UL QCMZ - Nonmetallic Outlet Boxes and Covers:

1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides or the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.

### D. UL QCMZ - Nonmetallic Device Boxes:

1. Description: Box with provisions for mounting wiring device directly to box.

## 2.3 JUNCTION BOXES AND PULL BOXES

### A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. Listing Criteria: UL CCN BGUI; including UL 50 and UL 50E.

### B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

### C. UL BGUI - Indoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Options:
  - a. Degree of Protection: Type 1 .

D. UL BGUZ - Indoor Cast-Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Options:
  - a. Degree of Protection: Type 1 .

E. UL BGUZ - Outdoor Cast-Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Adalet.
  - b. Appleton; Emerson Electric Co., Automation Solutions.
  - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
  - d. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
3. Options:
  - a. Degree of Protection: Type 3R Type 4 .

F. UL BGUZ - Outdoor Polymeric Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. ABB, Electrification Business.
  - b. Allied Tube & Conduit; Atkore International.
  - c. Cantex Inc.
  - d. Hubbell Wiring Device-Kellems; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
  - e. JM Eagle.
  - f. Robroy Enclosures; Robroy Industries.
  - g. Topaz Lighting & Electric.
3. Options:
  - a. Degree of Protection: Type 3R Type 4 .

## 2.4 COVER PLATES FOR DEVICES BOXES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. Listing Criteria: UL CCN QCIT or UL CCN QCMZ; including UL 514D.

3. Wallplate-Securing Screws: Metal with head color to match wallplate finish.
- B. Source Quality Control:
1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
  2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.
- C. UL QCIT or QCMZ - Metallic Cover Plates for Device Boxes:
1. Options:
    - a. Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.

## PART 3 - EXECUTION

### 3.1 SELECTION OF BOXES AND COVERS FOR ELECTRICAL SYSTEMS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
1. Outdoors:
    - a. Type 3R unless otherwise indicated.
    - b. Locations Subject to Potential Flooding: Type 6P.
    - c. Locations in-Ground or Exposed to Corrosive Agents: Type 4X .
- C. Exposed Boxes Installed Less Than 2.5 m (8 ft) Above Floor:
1. Provide exposed cover. Flat covers with angled mounting slots or knockouts are prohibited.

### 3.2 INSTALLATION OF BOXES AND COVERS FOR ELECTRICAL SYSTEMS

- A. Comply with manufacturer's published instructions.
- B. Reference Standards for Installation: Unless more stringent installation requirements are specified in Contract Documents or manufacturers' published instructions, comply with the following:
1. Outlet, Device, Pull, and Junction Boxes: Article 314 of NFPA 70.
- C. Special Installation Techniques:

1. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
2. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
3. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box, whether installed indoors or outdoors.
4. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
5. Locate boxes so that cover or plate will not span different building finishes.
6. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.
7. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.
8. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
9. Set metal floor boxes level and flush with finished floor surface.
10. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.
11. Do not install aluminum boxes, enclosures, or fittings in contact with concrete or earth.
12. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.
13. Identification: Provide labels for boxes and associated electrical equipment.
  - a. Identify field-installed conductors, interconnecting wiring, and components.
  - b. Provide warning signs.
  - c. Label each box with engraved metal or laminated-plastic nameplate.

### 3.3 CLEANING

- A. Remove construction dust and debris from boxes before installing wallplates, covers, and hoods.

### 3.4 PROTECTION

- A. After installation, protect boxes from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION 26 05 33.16

This page intentionally left blank.

## SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Round sleeves.
  2. Rectangular sleeves.
  3. Sleeve-seal fittings.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 ROUND SLEEVES

- A. PVC Pipe Sleeves:
1. General Characteristics: ASTM D1785, Schedule 40.

#### 2.2 SLEEVE-SEAL FITTINGS

- A. General Characteristics: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit must have plastic or rubber waterstop collar with center opening to match piping OD.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF SLEEVES FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Sleeves for Conduits Penetrating Above-Grade, Non-Fire-Rated, Concrete and Masonry-Unit Floors and Walls:
1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall or floor so no voids remain. Tool exposed surfaces smooth; protect material while curing.

- b. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 07 92 00 "Joint Sealants."
  2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
  3. Size pipe sleeves to provide 1/4 inch annular clear space between sleeve and raceway or cable, unless sleeve-seal system is to be installed.
  4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Wall Assemblies:
1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
  2. Seal space outside of sleeves with approved joint compound for wall assemblies.
- C. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

END OF SECTION 26 05 44

## SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Labels.
2. Tapes and stencils.
3. Tags.
4. Signs.
5. Miscellaneous identification products.

#### 1.2 ACTION SUBMITTALS

A. Product Data:

1. Labels.
2. Tapes and stencils.
3. Tags.
4. Signs.
5. Miscellaneous identification products.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

A. Signs, labels, and tags required for personnel safety must comply with the following standards:

1. Safety Colors: NEMA Z535.1.
2. Facility Safety Signs: NEMA Z535.2.
3. Safety Symbols: NEMA Z535.3.
4. Product Safety Signs and Labels: NEMA Z535.4.
5. Safety Tags and Barricade Tapes for Temporary Hazards: NEMA Z535.5.

B. Comply with NFPA 70E requirements for arc-flash warning labels.

#### 2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 1000 V or Less:

1. Black letters on orange field .
2. Legend: Indicate voltage.

- B. Color-Coding for Phase- and Voltage-Level Identification, 1000 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
  - 1. Color must be factory applied or field applied for sizes larger than 8 AWG if authorities having jurisdiction permit.
  - 2. Colors for 208Y/120 V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
    - c. Phase C: Blue.
  - 3. Colors for 240 V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
  - 4. Colors for 480Y/277 V Circuits:
    - a. Phase A: Brown.
    - b. Phase B: Orange.
    - c. Phase C: Yellow.
  - 5. Color for Neutral: White .
  - 6. Color for Equipment Grounds: Green .
  - 7. Colors for Isolated Grounds: Green with two or more yellow stripes.
- C. Raceways and Cables Carrying Circuits at More Than 1000 V:
  - 1. Black letters on orange field.
  - 2. Legend: "DANGER - CONCEALED HIGH VOLTAGE WIRING."
- D. Warning Label Colors:
  - 1. Identify system voltage with black letters on orange background.
- E. Warning labels and signs must include, but are not limited to, the following legends:
  - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
  - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 3 FEET MINIMUM."
- F. Equipment Identification Labels:
  - 1. Black letters on white field.

## 2.3 LABELS

- A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
- B. Self-Adhesive Wraparound Labels: Preprinted , 3 mil thick, polyester flexible label with acrylic pressure-sensitive adhesive.

1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over legend. Labels sized such that clear shield overlaps entire printed legend.
  2. Marker for Labels:
    - a. Permanent, waterproof, black ink marker recommended by tag manufacturer.
    - b. Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.
- C. Self-Adhesive Labels: Polyester Vinyl, thermal, transfer-printed, 3 mil thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
1. Minimum Nominal Size:
    - a. 1-1/2 by 6 inch for raceway and conductors.
    - b. 3-1/2 by 5 inch for equipment.
    - c. As required by authorities having jurisdiction.

## 2.4 TAPES AND STENCILS

- A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mil thick by 1 to 2 inch wide; compounded for outdoor use.
- B. Tape and Stencil: 4 inch wide black stripes on 10 inch centers placed diagonally over orange background and are 12 inch wide. Stop stripes at legends.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height must be 1 inch .

## 2.5 TAGS

- A. Nonmetallic Preprinted Tags: Polyethylene tags, 0.015 inch thick, color-coded for phase and voltage level, with factory printed permanent designations; punched for use with self-locking cable tie fastener.

## 2.6 SIGNS

- A. Baked-Enamel Signs:
  1. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
  2. 1/4 inch grommets in corners for mounting.
  3. Nominal Size: 7 by 10 inch.
- B. Laminated Acrylic or Melamine Plastic Signs:
  1. Engraved legend.
  2. Thickness:
    - a. For signs up to 20 sq. inch, minimum 1/16 inch thick.
    - b. For signs larger than 20 sq. inch, 1/8 inch thick.

- c. Engraved legend with black letters on white face .
- d. Self-adhesive.
- e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

#### 3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 1000 V: Identification must completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- I. Accessible Fittings for Raceways: Identify cover of junction and pull box of the following systems with wiring system legend and system voltage. System legends must be as follows:
  - 1. "EMERGENCY POWER."
- J. Vinyl Wraparound Labels:
  - 1. Secure tight to surface of raceway or cable at location with high visibility and accessibility.

2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to location and substrate.
- K. Self-Adhesive Wraparound Labels: Secure tight to surface at location with high visibility and accessibility.
- L. Self-Adhesive Labels:
1. Install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
  2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on 1-1/2 inch high label; where two lines of text are required, use labels 2 inch high.
- M. Self-Adhesive Vinyl Tape: Secure tight to surface at location with high visibility and accessibility.
1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for minimum distance of 6 inch where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- N. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- O. Nonmetallic Preprinted Tags:
1. Place in location with high visibility and accessibility.
  2. Secure using cable ties.
- P. Baked-Enamel Signs:
1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
  2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on minimum 1-1/2 inch high sign; where two lines of text are required, use signs minimum 2 inch high.
- Q. Laminated Acrylic or Melamine Plastic Signs:
1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
  2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on 1-1/2 inch high sign; where two lines of text are required, use labels 2 inch high.
- R. Cable Ties: General purpose, for attaching tags, except as listed below:
1. In Spaces Handling Environmental Air: Plenum rated.

### 3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Conductors to Be Extended in Future: Attach to conductors and list source.
- C. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- D. Equipment Identification Labels:
  - 1. Indoor Equipment: Laminated acrylic or melamine plastic sign.
  - 2. Outdoor Equipment: Laminated acrylic or melamine sign .
  - 3. Equipment to Be Labeled:
    - a. Panelboards: Typewritten directory of circuits in location provided by panelboard manufacturer. Panelboard identification must be in form of engraved, laminated acrylic or melamine label.
    - b. Enclosures and electrical cabinets.
    - c. Access doors and panels for concealed electrical items.
    - d. Enclosed switches.
    - e. Enclosed circuit breakers.
    - f. Enclosed controllers.
    - g. Variable-speed controllers.
    - h. Power-transfer equipment.
    - i. Remote-controlled switches, dimmer modules, and control devices.
    - j. Monitoring and control equipment.
    - k. .

END OF SECTION 26 05 53

## SECTION 26 24 16 - PANELBOARDS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Power panelboards.
2. Lighting and appliance branch-circuit panelboards.
3. Disconnecting and overcurrent protective devices.

#### 1.2 DEFINITIONS

- A. GFEP: Ground-fault equipment protection.
- B. MCCB: Molded-case circuit breaker.
- C. VPR: Voltage protection rating.

#### 1.3 ACTION SUBMITTALS

A. Product Data:

1. Power panelboards.
2. Lighting and appliance branch-circuit panelboards.
3. Disconnecting and overcurrent protective devices.
4. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
5. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Warranty documentation.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.
- B. Handle and prepare panelboards for installation in accordance with NEMA PB 1.

## 1.6 WARRANTY

- A. Special Installer Extended Warranty: Installer warrants that fabricated and installed panelboards perform in accordance with specified requirements and agrees to repair or replace components or products that fail to perform as specified within extended-warranty period.
  - 1. Extended-Warranty Period: 5 years from date of Substantial Completion; full coverage for labor, materials, and equipment.

## PART 2 - PRODUCTS

### 2.1 PANELBOARDS AND LOAD CENTERS COMMON REQUIREMENTS

- A. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- B. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by qualified electrical testing agency recognized by authorities having jurisdiction, and marked for intended location and application.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.
- E. Enclosures: Surface-mounted, dead-front cabinets.
  - 1. Rated for environmental conditions at installed location.
    - a. Indoor Dry and Clean Locations: UL 50E, Type 1 .
    - b. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: UL 50E, .
  - 2. Height: 7 ft maximum.
  - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims must cover live parts and may have no exposed hardware.
  - 4. Finishes:
    - a. Panels and Trim: galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    - b. Back Boxes: Galvanized steel .
- F. Incoming Mains:
  - 1. Location: Top .
  - 2. Main Breaker: Main lug interiors up to 400 A must be field convertible to main breaker.
- G. Phase, Neutral, and Ground Buses:
  - 1. Material: Hard-drawn copper, 98 percent conductivity.

- a. Plating must run entire length of bus.
  - b. Bus must be fully rated for entire length.
  2. Interiors must be factory assembled into unit. Replacing switching and protective devices may not disturb adjacent units or require removing main bus connectors.
  3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
  4. Full-Sized Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure.
  5. Do not mount neutral bus in gutter.
- H. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
  2. Terminations must allow use of 75 deg C rated conductors without derating.
  3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
  4. Main and Neutral Lugs: Compression Mechanical type, with lug on neutral bar for each pole in panelboard.
  5. Ground Lugs and Bus-Configured Terminators: Compression Mechanical type, with lug on bar for each pole in panelboard.
  6. Feed-Through Lugs: type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
  7. Subfeed (Double) Lugs: type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
- I. Quality-Control Label: Panelboards or load centers must be labeled, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards or load centers must have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.
- J. Future Devices: Panelboards or load centers must have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
1. Percentage of Future Space Capacity: 20 percent.
- K. Panelboard Short-Circuit Current Rating:
1. Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for 100 percent interrupting capacity.
    - a. Panelboards and overcurrent protective devices rated 240 V or less must have short-circuit ratings as shown on Drawings, but not less than 10 000 A(rms) symmetrical.
    - b. Panelboards and overcurrent protective devices rated above 240 V and less than 600 V must have short-circuit ratings as shown on Drawings, but not less than 14 000 A(rms) symmetrical.
- L. Surge Suppression: Factory installed as integral part of indicated panelboards, complying with UL 1449 SPD Type 1 .

## 2.2 POWER PANELBOARDS

- A. Listing Criteria: NEMA PB 1, distribution type.
- B. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
  - 1. For doors more than 36 inch high, provide two latches, keyed alike.
- C. Mains: Circuit breaker .
- D. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers .
- E. Contactors in Main Bus: NEMA ICS 2, Class A, mechanically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.
  - 1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.

## 2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Listing Criteria: NEMA PB 1, lighting and appliance branch-circuit type.
- B. Mains: Circuit breaker .
- C. Branch Overcurrent Protective Devices: Plug-in Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- D. Contactors in Main Bus: NEMA ICS 2, Class A, electrically mechanically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.
  - 1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.
  - 2. External Control-Power Source: 120 V branch circuit 24 V control circuit .
- E. Doors: Door-in-door construction with concealed hinges; secured with flush latch with tumbler lock; keyed alike.

## 2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
  - 1. Thermal-Magnetic Circuit Breakers:
    - a. Inverse time-current element for low-level overloads.
    - b. Instantaneous magnetic trip element for short circuits.
    - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
  - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
  - 3. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6 mA trip).

4. MCCB Features and Accessories:
  - a. Standard frame sizes, trip ratings, and number of poles.
  - b. Breaker handle indicates tripped status.
  - c. UL listed for reverse connection without restrictive line or load ratings.
  - d. Lugs: style, suitable for number, size, trip ratings, and conductor materials.
  - e. Ground-Fault Protection: relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.
- B. Receive, inspect, handle, and store panelboards in accordance with NECA 407 NEMA PB 1.1.
- C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.
- D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Comply with manufacturer's published instructions.
- B. Reference Standards:
  1. Panelboards: Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NEMA PB 1.1.
  2. Consult Architect for resolution of conflicting requirements.
- C. Special Techniques:
  1. Equipment Mounting:
    - a. Mount surface-mounted panelboards to steel slotted supports 5/8 inch in depth. Orient steel slotted supports vertically.
  2. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
  3. Mount top of trim 7.5 ft above finished floor unless otherwise indicated.
  4. Mount panelboard cabinet plumb and rigid without distortion of box.
  5. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
  6. Install overcurrent protective devices and controllers not already factory installed.

- a. Set field-adjustable, circuit-breaker trip ranges.
  - b. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver in accordance with manufacturer's published instructions.
7. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
  8. Install filler plates in unused spaces.
  9. Stub four 1 inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in future. Stub four 1 inch empty conduits into raised floor space or below slab not on grade.

D. Interfaces with Other Work:

1. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

### 3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems."
- B. Panelboard Nameplates: Label each panelboard with nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
- C. Device Nameplates: Label each branch circuit device in power panelboards with nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
- D. Install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems" identifying source of remote circuit.
- E. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles must be located on interior of panelboard door.
- F. Breaker Labels: Faceplate must list current rating, UL and IEC certification standards, and AIC rating.
- G. Circuit Directory:
  1. Provide directory card inside panelboard door, mounted in transparent card holder .
    - a. Circuit directory must identify specific purpose with detail sufficient to distinguish it from other circuits.
  2. Provide computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.
    - a. Circuit directory must identify specific purpose with detail sufficient to distinguish it from other circuits.

3. Create directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

#### 3.4 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as indicated.
- C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes. Prior to making circuit changes to achieve load balancing, inform Architect of effect on phase color coding.
  1. Measure loads during period of normal facility operations.
  2. Perform circuit changes to achieve load balancing outside normal facility operation schedule or at times directed by Architect. Avoid disrupting services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
  3. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.
  4. Tolerance: Maximum difference between phase loads, within panelboard, may not exceed 20 percent.

#### 3.5 PROTECTION

- A. Temporary Heating: Prior to energizing panelboards, apply temporary heat to maintain temperature in accordance with manufacturer's published instructions.

END OF SECTION 26 24 16

This page intentionally left blank.

## SECTION 26 27 26 - WIRING DEVICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. General-use switches, dimmer switches, and fan-speed controller switches.
2. General-grade single straight-blade receptacles.
3. Receptacles with arc-fault and ground-fault protective devices.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data:

1. Toggle switches.
2. Maintained-contact switches.
3. Momentary-contact switches.
4. Dimmer switches.
5. Single straight-blade receptacles
6. Receptacles with AFCI and GFCI devices.
7. Receptacles with GFCI device.

#### 1.3 INFORMATIONAL SUBMITTALS

### PART 2 - PRODUCTS

#### 2.1 GENERAL-GRADE SINGLE STRAIGHT-BLADE RECEPTACLES

#### 2.2 RECEPTACLES WITH ARC-FAULT AND GROUND-FAULT PROTECTIVE DEVICES

##### A. General-Grade, Weather-Resistant, Tamper-Resistant Duplex Straight-Blade Receptacle with GFCI Device :

1. Regulatory Requirements:
  - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Options:
  - a. Device Color: Ivory in accordance with NEMA WD 1 .
  - b. Configuration: Heavy-duty, NEMA 5-20R.
3. Accessories:

- a. Cover Plate: 0.060 inch thick, high-impact thermoplastic (nylon) with smooth finish and color matching wiring device; from same manufacturer as wiring device.
- b. Securing Screws for Cover Plate: Metal with head color matching wallplate finish.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

##### A. Receptacles:

1. Verify that receptacles to be procured and installed for Owner-furnished equipment are compatible with mating attachment plugs on equipment.

##### B. Cord Reels:

1. Examine roughing-in for cord reel mounting and power connections to verify actual locations of mounts and power connections before cord reel installation.
2. Examine walls, floors, and ceilings for suitable conditions where cord reel will be installed.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 SELECTION OF CONTROLLED AND UNCONTROLLED RECEPTACLES

#### 3.3 SELECTION OF GFCI RECEPTACLES

- A. Healthcare Facilities: Unless protection of downstream branch-circuit wiring, cord sets, and power-supply cords is required by NFPA 70 or NFPA 99, provide non-feed-through GFCI receptacles.

#### 3.4 INSTALLATION OF SWITCHES

- A. Comply with manufacturer's instructions.

##### B. Reference Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
3. Consult Architect for resolution of conflicting requirements.

##### C. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 26 05 53 "Identification for Electrical Systems."

- a. Mark cover or cover plate using hot, stamped, or engraved machine printing with black -filled lettering, and provide durable wire markers or tags inside device box or outlet box.
- b. Healthcare Facilities: Distinctively identify covers or cover plates of device boxes and outlet boxes that are supplied from life safety and critical branch power supplies following facility's standard practice.

### 3.5 INSTALLATION OF STRAIGHT-BLADE RECEPTACLES

- A. Comply with manufacturer's instructions.
- B. Reference Standards:
  1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
  2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
  3. Receptacle Orientation: Unless otherwise indicated in Contract Documents, orient receptacle to match configuration diagram in NEMA WD 6.
    - a. Hospital-Grade Receptacle Orientation: Orient receptacle with ground pin or neutral pin at top.
  4. Consult Architect for resolution of conflicting requirements.
- C. Identification:
  1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 26 05 53 "Identification for Electrical Systems."

### 3.6 PROTECTION

- A. Devices:
  1. Schedule and sequence installation to minimize risk of contamination of wires and cables, devices, device boxes, outlet boxes, covers, and cover plates by plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other materials.
  2. After installation, protect wires and cables, devices, device boxes, outlet boxes, covers, and cover plates from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.
- B. Connectors, Cords, and Plugs:
  1. After installation, protect connectors, cords, and plugs from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION 26 27 26

This page intentionally left blank.

SECTION 26 43 13 - SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type 1 surge protective devices (SPDs).

1.2 DEFINITIONS

- A.  $I_n$ : Nominal discharge current.
- B. Maximum Continuous Operating Voltage (MCOV): The maximum designated RMS value of the power frequency voltage that may be continuously applied to the mode of protection of an SPD.
- C. Metal-Oxide Varistor (MOV): An electronic component with a significant bidirectional, nonlinear current-voltage characteristic.
- D. Mode(s), Modes of Protection, or Protection Modes: Electrical paths where the SPD offers defense against transient overvoltages. Examples include: line to neutral (L-N), line to ground (L-G), line to line (L-L), and neutral to ground (N-G).
- E. SCCR: Short-circuit current rating.
- F. Type 1 SPDs: Permanently connected SPDs intended for installation between the secondary of the service transformer and the line side of the service disconnect overcurrent device.
- G. Voltage Protection Rating (VPR): A rating selected from UL 1449 list of preferred values assigned to each mode of protection.

1.3 ACTION SUBMITTALS

A. Product Data:

1. For each type of product.
  - a. Include electrical characteristics, specialties, and accessories for SPDs.

1.4 INFORMATIONAL SUBMITTALS

1.5 WARRANTY

- A. Special Manufacturer Extended Warranty: Manufacturer warrants that SPDs perform in accordance with specified requirements and agrees to provide repair or replacement of SPDs that fail to perform as specified within extended warranty period.
1. Initial Extended Warranty Period: Five year(s) from date of Substantial Completion, for labor, materials, and equipment.

PART 2 - PRODUCTS

2.1 TYPE 1 SURGE PROTECTIVE DEVICES (SPDs)

- A. Source Limitations: Obtain devices from single source from single manufacturer.
- B. General Characteristics:
1. Reference Standards: UL 1449, Type 1.
  2. MCOV: Not less than 125 percent of nominal system voltage for 208Y/120 V and 120/240 V power systems, and not less than 115 percent of nominal system voltage for 480Y/277 V power systems.
  3. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V 208Y/120 V, three-phase, four-wire circuits must not exceed the following:
    - a. Line to Neutral: 1200 V for 480Y/277 V 700 V for 208Y/120 V.
    - b. Line to Line: 2000 V for 480Y/277 V 1200 V for 208Y/120 V.
  4. SCCR: Not less than 200 kA.
  5.  $I_n$  Rating: 20 kA.
- C. Options:
1. Include integral disconnect switch.
  2. Include internal thermal protection that disconnects the SPD before damaging internal suppressor components.
  3. Include indicator light display for protection status.
  4. Include NEMA ICS 5, dry Form C contacts rated at 2 A and 24 V(ac) for remote monitoring of protection status.
  5. Include surge counter.

2.2 TYPE 2 SURGE PROTECTIVE DEVICES (SPDs)

- A. Source Limitations: Obtain devices from single source from single manufacturer.
- B. General Characteristics:

1. Reference Standards: UL 1449, Type 2.
2. MCOV: Not less than 125 percent of nominal system voltage for 208Y/120 V and 120/240 V power systems, and not less than 115 percent of nominal system voltage for 480Y/277 V power systems.

C. Options:

1. Include LED indicator lights for power and protection status.
2. Include internal thermal protection that disconnects the SPD before damaging internal suppressor components.
3. Include NEMA ICS 5, dry Form C contacts rated at 2 A and 24 V(ac) for remote monitoring of protection status.
4. Include surge counter.

2.3 ENCLOSURES

- A. Indoor Enclosures: Type 1.

2.4 CONDUCTORS AND CABLES

- A. Power Wiring: Same size as SPD leads, complying with Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Provide OCPD and disconnect for installation of SPD in accordance with UL 1449 and manufacturer's instructions.
- B. Install leads between disconnects and SPDs short, straight, twisted, and in accordance with manufacturer's instructions. Comply with wiring methods in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."
1. Do not splice and extend SPD leads unless specifically permitted by manufacturer.
  2. Do not exceed manufacturer's recommended lead length.
  3. Do not bond neutral and ground.
- C. Use crimped connectors and splices only. Wire nuts are unacceptable.

END OF SECTION 26 43 13

This page intentionally left blank.

## SECTION 26 51 19 - LED INTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Recessed, linear.
  - 2. Materials.
  - 3. Luminaire support.

#### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Arrange in order of luminaire designation.
  - 2. Include data on features, accessories, and finishes.
  - 3. Include physical description and dimensions of luminaires.
  - 4. Include emergency lighting units, including batteries and chargers.
  - 5. Include life, output (lumens, CCT, and CRI), and energy-efficiency data.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Luminaires.

1.6 QUALITY ASSURANCE

- A. Provide luminaires from a single manufacturer for each luminaire type.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.8 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Altitude: Sea level to 1000 feet .

2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Recessed luminaires shall comply with NEMA LE 4.
- C. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- D. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

2.3 RECESSED, LINEAR .

- A. Nominal Operating Voltage: 120 V ac .
- B. Housings:
  - 1. Extruded-aluminum housing and heat sink.
- C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Components are designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- D. Diffusers and Globes:
  - 1. Prismatic glass Prismatic acrylic .
  - 2. Acrylic Diffusers: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
  - 3. Glass: Annealed crystal glass unless otherwise indicated.
  - 4. Lens Thickness: At least 0.125-inch minimum unless otherwise indicated.
- E. Standards:
  - 1. ENERGY STAR certified.
  - 2. RoHS compliant.
  - 3. UL Listing: Listed for damp location.
  - 4. NEMA LE 4.

2.4 MATERIALS

- A. Metal Parts:
  - 1. Free of burrs and sharp corners and edges.
  - 2. Sheet metal components shall be steel unless otherwise indicated.
  - 3. Form and support to prevent warping and sagging.
- B. Steel:
  - 1. ASTM A36/A36M for carbon structural steel.
  - 2. ASTM A568/A568M for sheet steel.
- C. Stainless Steel:
  - 1. Manufacturer's standard grade.
  - 2. Manufacturer's standard type, ASTM A240/240M.
- D. Galvanized Steel: ASTM A653/A653M.
- E. Aluminum: ASTM B209.

## 2.5 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

## 2.6 LUMINAIRE SUPPORT

- A. Comply with requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Wires: ASTM A641/A641M, Class 3, soft temper, zinc-coated steel, 12 gage .
- D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:
  - 1. Sized and rated for luminaire weight.
  - 2. Able to maintain luminaire position after cleaning and relamping.
  - 3. Provide support for luminaire without causing deflection of ceiling or wall.
  - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

E. Flush-Mounted Luminaires:

1. Secured to outlet box.
2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
3. Trim ring flush with finished surface.

F. Wall-Mounted Luminaires:

1. Attached to structural members in walls .
2. Do not attach luminaires directly to gypsum board.

G. Suspended Luminaires:

1. Ceiling Mount:
  - a. Pendant mount with diameter aircraft cable supports .
  - b. Hook mount.
2. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
3. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
4. Continuous Rows of Luminaires: Use tubing or stem for wiring at one point and wire support for suspension for each unit length of luminaire chassis, including one at each end.
5. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.

H. Ceiling-Grid-Mounted Luminaires:

1. Secure to any required outlet box.
2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.
3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.

I. Comply with requirements in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

### 3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

END OF SECTION 26 51 19

This page intentionally left blank.

## SECTION 26 52 13 - EMERGENCY AND EXIT LIGHTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Emergency lighting.
2. Exit signs.
3. Materials.

#### 1.2 DEFINITIONS

- A. Correlated Color Temperature (CCT): The absolute temperature, measured in kelvins, of a blackbody whose chromaticity most nearly resembles that of the light source.
- B. Color Rendering Index (CRI): Measure of the degree of color shift that objects undergo when illuminated by the light source as compared with the color of those same objects when illuminated by a reference source.
- C. Emergency Lighting Unit: A lighting unit with internal or external emergency battery powered supply and the means for controlling and charging the battery and unit operation.
- D. Lumen (lm): The SI derived unit of luminous flux equal to the luminous flux emitted within a unit solid angle by a unit point source (1 lm = 1 cd-sr).

#### 1.3 ACTION SUBMITTALS

##### A. Product Data:

1. For each type of emergency lighting unit, exit sign, and emergency lighting support.
  - a. Include data on features, accessories, and finishes.
  - b. Include physical description of unit and dimensions.
  - c. Battery and charger for light units.
  - d. Include life, output of luminaire (lumens, CCT, and CRI), and energy-efficiency data.
  - e. Include photometric data and adjustment factors based on laboratory tests by, or under supervision of, qualified luminaire photometric testing laboratory, for each luminaire type.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR EMERGENCY LIGHTING

- A. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70 and UL 924, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
- B. Comply with NFPA 101.
- C. Comply with NEMA LE 4 for recessed luminaires.
- D. Comply with UL 1598 for fluorescent luminaires.
- E. Internal Type Emergency Power Unit: Self-contained, modular, battery-inverter unit, factory mounted within luminaire body.
  - 1. Emergency Connection: Operate one lamp(s) continuously at an output of 1100 lumens each upon loss of normal power. Connect unswitched circuit to battery-inverter unit and switched circuit to luminaire ballast.
  - 2. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
  - 3. Test Push-Button and Indicator Light: Visible and accessible without opening luminaire or entering ceiling space.
    - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
    - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
  - 4. Battery: Sealed, maintenance-free, nickel-cadmium type.
  - 5. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.

### 2.2 EMERGENCY LIGHTING

- A. General Characteristics: Self-contained units.
- B. Emergency Lighting Unit :
  - 1. Options:
    - a. Operating at nominal voltage of 277 V(ac) .
    - b. Wall with universal junction box adaptor.
    - c. UV stable thermoplastic housing.
    - d. Two LED lamp heads.
    - e. Internal emergency power unit.

## 2.3 EXIT SIGNS

- A. General Characteristics: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.

## 2.4 MATERIALS

### A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components must be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

### B. Doors, Frames, and Other Internal Access:

1. Smooth operating, free of light leakage under operating conditions.
2. Designed to permit relamping without use of tools.
3. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

### C. Diffusers and Globes:

1. Prismatic acrylic .
2. Glass: Annealed crystal glass unless otherwise indicated.
3. Acrylic: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
4. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

### D. Housings:

1. Extruded aluminum housing.
2. anodized powder coat finish.

### E. Conduit: EMT , minimum metric designator 21 (trade size 3/4).

## 2.5 METAL FINISHES

- A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for conditions affecting performance of luminaires.

- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.
- C. Examine walls, floors, roofs, and ceilings for suitable conditions where emergency lighting luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- B. Install lamps in each luminaire.
- C. Supports:
  - 1. Sized and rated for luminaire and emergency power unit weight.
  - 2. Able to maintain luminaire position when testing emergency power unit.
  - 3. Provide support for luminaire and emergency power unit without causing deflection of ceiling or wall.
  - 4. Luminaire-mounting devices must be capable of supporting a horizontal force of 100 percent of luminaire and emergency power unit weight and vertical force of 400 percent of luminaire weight.
- D. Wall-Mounted Luminaire Support:
  - 1. Attached to structural members in walls .
  - 2. Do not attach luminaires directly to gypsum board.
- E. Ceiling Grid Mounted Luminaires:
  - 1. Secure to outlet box, if provided.
  - 2. Secure emergency power unit using approved fasteners in a minimum of four locations, spaced near corners of emergency power unit.

### 3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

### 3.4 PROTECTION

- A. Remove and replace luminaires and exit signs that are damaged or caused to be unfit for use by construction activities.

END OF SECTION 26 52 13

# APPENDIX

---



## DENG ANTITERRORISM PLAN FY 11

TAB 1 to APPENDIX 1 (FORCE PROTECTION GUIDANCE FOR CONTRACTING) to  
ANNEX I (SERVICE SUPPORT) to DENG ANTITERRORISM PLAN FY 11

### **DEARNG SECURITY REQUIREMENTS & PROCEDURES**

#### 1. REQUIREMENTS

The DEARNG facilities has issued regulations to be observed by all Contractors, their subcontractors (if any), employees and other firms providing services for or otherwise assigned to, or working on, the Project in order to minimize disruption to daily operations, maintain security and to facilitate the construction processes. While working inside DEARNG facilities on a regular or an occasional basis, it must be clearly understood that DEARNG security requirements will at all times take precedence over construction operations. The Contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

#### 2. WORKING AT A DELAWARE NATIONAL GUARD INSTALLATIONS

a. In order for the DEARNG to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the DEANRG Contracting Officer after project has been awarded during the pre-construction meeting, including their name, social security number, age, sex, and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to facilities during project construction of the DEARNG facilities. The Contracting Officer will submit a list to the Director of Military Support for review. The Director of Military Support will have background checks conducted and will provide the contracting officer with an approved, or rejected, personnel list. All badges and accesses will be issue by Director of Military Support.

b. Workers will not be permitted in DENG Facilities without approval and proper identification.

c. All tools, equipment, and supplies, shall be removed from the facilities daily or secured in a pre-approved containment system approved by the contracting officer.

d. Weapons of any type are not permitted.

e. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility each day. Past projects being completed during increased security levels at a DENG facility may take between one half to one hour to enter or leave the facility.

f. Contractor is also advised that only limited movement will be permitted while inside the DENG facilities.

g. Contractors are requested to notify the Contracting Officer upon arrival and termination of worker's services in order that the identification card on file can be pulled and rendered inactive.

h. Completion of "A" Short Form is required for all employees (see next page for "A" Short Form).



**ARTICLE VIII – APPLICABLE LAWS AND REGULATIONS****Section 801. Applicable Law.**

This MCCA is incidental to implementation of a federal program. Accordingly, this MCCA shall be governed by and construed according to federal law as it may affect rights, remedies, and obligations of the United States.

**Section 802. Governing Regulations.**

To the extent not inconsistent with express terms of this MCCA, provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, the DoD 3210.6R, DoD Grant and Agreement Regulations (4/13/98), OMB Circular A-87, and NGR 5-1/ANGI 63-101, which circular and regulations are hereby incorporated into this MCCA by reference as if fully set forth herein, shall govern this MCCA.

**Section 803. Officials Not to Benefit**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

**Section 804. Nondiscrimination.**

The State covenants and agrees that by signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provision of the following, national policies prohibiting discrimination:

- a. On the basis of race, color, or national origin, in Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), as implemented by DOD regulations 32 CFR Part 195.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp. p. 339], as implemented by Department of Labor regulations issued thereunder (41 CFR Part 60);
- c. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) as implemented by Department of Justice regulations at 28 CFR part 41 and DoD Regulations at 32 CFR Part 56; and,
- d. On the basis of Age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

**Section 805. Lobbying.**

a. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency or a member of Congress in connection with any of the following covered federal actions: The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement provisions of Section 319 of Public Law 102-121 (31 U.S.C. § 1352) is incorporated by reference and the State agrees to comply with provisions thereof, including amendments to the that may hereafter be issued.

**Section 806. Drug-Free Work Place.**

a. The State covenants and agrees that it will comply with provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and will maintain a drug-free workplace.

b. Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (41 USC 702) to implement provisions of the Drug-Free Work Place Act of 1988, is incorporated by reference and the State covenants and agrees to comply with provisions thereof, including amendments that may hereafter be issued.

**Section 807. Environmental Standards.** (By signing this agreement or accepting funds under this agreement, the recipient assure that it will):

a. Comply with applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq) and Clean Water Act (33 USC 1251, et.seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the recipient further agrees that it will:

- Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than \$100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.
- Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

b. Identify to the awarding agency any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et.seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. Seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et.seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300h-3).

**Section 808. Preference for U.S. Flag Air Carriers.**

*(Any agreement under which international air travel may be supported by U.S. Government funds)*

Travel supported by U.S. Government funds under this agreement shall use U.S flag air carriers (air carriers holding certificates under 49U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Section 809. Debarment and Suspension.**

a. The State shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension".

b. Government-Wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement provisions of Executive Order 12549 "Debarment and Suspension," is incorporated by reference and the State covenants and agrees to comply with provisions thereof, including amendments that may hereafter be issued.

**Section 810. Buy American Act.**

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**Section 811. Relocation Assistance and Real Property Acquisition Policies.**

The State covenants and assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) and provides for fair and equitable treatment of persons displaced by Federally assisted programs or persons whose property is acquired as a result of such programs.

**Section 812. Copeland "Anti-Kickback" Act.** *(All contracts and subgrants for construction or repair)*

The State covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this MCCA, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**Section 813. Contract Work Hours and Safety Standards Act.** *(Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics and laborers)*

The State covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this MCCA, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this MCCA shall be required or permitted to work more than 40 hours in any work week unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

**Section 814. Davis-Bacon Act.** Contractor to comply with State of Delaware prevailing wage requirements, pursuant to Delaware Code, Title 29, Section 6960  
~~DO NOT USE THIS CLAUSE UNLESS AUTHORIZED BY NCB ARI.~~

~~The State covenants and agrees that it will comply with the Davis-Bacon (40 U.S.C. 276 a to a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). All rulings and interpretations of the Davis-Bacon Act contained in 29 CFR Part 5 are incorporated by reference in this MCCA. As applied to this MCCA, the Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the Federal Government provides assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.~~

**Section 815. National Historic Preservation.** *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)*

The State covenants and agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, *et seq.*), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).

*(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)*

**Section 816. Hatch Act.**

The State covenants and agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7326), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

**Section 817. Equal Employment Opportunity.** *(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)*

The State covenants and agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

**Section 818. Cargo Preference.** *(Any agreement under which international air travel may be supported by U.S. Government funds.)*

The State covenants and agrees that it will comply with the Cargo Preference Act of 1954 (46 USC 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S. flag commercial vessels, if available.

**Section 819. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.**

The State covenants and agrees that it will comply with Executive Order 13202 of February 17, 2001, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, as amended on April 6, 2001.



**STATE OF DELAWARE  
DELAWARE NATIONAL GUARD  
JOINT FORCE HEADQUARTERS  
FIRST REGIMENT ROAD  
WILMINGTON, DELAWARE 19808-2191**



DENG-TAG

1 February 2013

MEMORANDUM All Members, Delaware National Guard

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

1. References:

- a. DoD Directive 1010.10, Health Promotion and Disease/Injury Prevention
- b. Army Regulation (AR) 600-63, Army Health Promotion, dated 7 May 07
- c. Air Force Instruction (AFI) 40-102, Tobacco Use in the Air Force dated 26 Mar 12.
- d. Army Regulation (AR) 215-1, Morale, Welfare & Recreation, dated 24 Sep 10.
- e. State of Delaware Policy, Tobacco-Free Workplace, dated 1 Jan 13
- f. Executive Order 13058 – Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace
- g. Code of Federal Regulations (CFR), Title 41, Part 102-74

2. The Department of Defense and the State of Delaware have established policies supporting a tobacco-free workplace. Tobacco use is one of the leading causes of preventable death in the United States. Tobacco use degrades the state of military readiness and the health of our military and civilian members while reflecting poorly on our professional image and appearance.

3. The federal and state policies differ slightly in their restrictions. The Federal policy allows, but discourages, the use of tobacco products on their installations. The State policy expressly forbids the use of tobacco products on state property. Since the majority of our Delaware National Guard installations are state supported, it is my intent, as Commander of the Delaware Army and Air National Guard, to implement the more stringent policies for all of our installations (both federal and state).

4. Our support of the more strict policies demonstrates that the Delaware National Guard is committed to providing a healthy and productive work environment for employees, clients, visitors, and contractors. The ultimate goal of Tobacco-Free Workplace Policies is to improve the health of our most valued resource.....our employees.

DENG-TAG

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

5. There will be a phase-in period for our DNG policy.

a. From 1 February 2013 to 28 February 2013, the Delaware National Guard will distribute information about tobacco cessation programs and encourage our workforce to take advantage of these programs.

b. Effective 1 March 2013, the Delaware National Guard, will fully implement a Tobacco-Free Workplace Policy for all installations (federal and state) that fall under our command and control.

6. The Tobacco-Free Workplace Policy, effective 1 March 2013, is clearly stated below:

*The use of tobacco products is prohibited within the boundaries of all federal and state workplaces, including all buildings, facilities, indoor and outdoor spaces and the surrounding grounds owned, managed, or inhabited by the Delaware National Guard. This policy applies to parking lots, walkways, vehicles, aircraft, and also to privately owned vehicles that are parked or operated on our properties. For illustrative purposes of this policy, tobacco is defined as any type of tobacco product to include, but not limited to: cigarettes, cigars, cigarillos, electronic cigarettes, pipes, bides, hookahs, smokeless, spit tobacco or snuff.*

7. This policy does not affect individual tobacco use on private property, public roads, or sidewalks. The success of this policy depends on the courtesy and cooperation of both tobacco users and nonusers. Everyone is responsible for respectfully following and helping implement these policies.

8. Other command guidance and policy considerations:

a. Each installation Commander (building managers) will acquire and prominently post as many signs as deemed necessary to publicize the tobacco-free workplace policy. The signs will state that:

**“THIS IS A TOBACCO FREE INSTALLATION AND USE OF ANY TOBACCO PRODUCT IS PROHIBITED”**

b. All Designated Tobacco Areas (DTAs) or designated smoking areas will be removed from every DNG federal and state facility. Pavilions and canopies formerly used as DTAs can be re-missioned if needed for other support operations, however, there will be no tobacco product receptacles provided at any building entrances, exits, or former DTAs.

DENG-TAG

SUBJECT: TAG Policy Memorandum No. 6 – Delaware National Guard Tobacco-Free Workplace Policy

c. Bethany Beach recreation use: Tobacco use will be prohibited on Bethany Beach Training Site (BBTS) for official and non-official use. The Tobacco-Free workplace policy applies to the entire post and it will be designated as such in all billets and grounds. There will be no exceptions to this policy as it serves to promote a culture of health and wellness for everyone using the facility.

d. Delaware National Guard full time and part time members and contractors who are in a paid duty status, and working in a location not under the direct Command and Control of the Delaware National Guard, (i.e. Newark Readiness Center and other in-state agencies) will follow this established tobacco-free workplace policy within those locations.

e. It is also our tobacco free workplace policy that tobacco use will not be authorized for anyone supporting external public affairs events, external recruiting and retention initiatives, or within 200 feet of our rented storefronts.

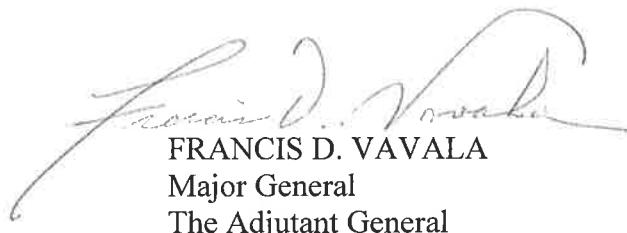
f. Violations of this policy will be reported to the appropriate chain of command. Violators may be subject to discipline based on the reasons and standards set forth in the Technician Personnel Regulations (TPR), TAG Policies, Collective Bargaining Agreements (CBA), or other applicable laws, regulations, or policies.

#### 9. Tobacco Use Cessation Programs:

a. The State of Delaware is committed to providing support to people who wish to stop using tobacco products by giving them access to a variety of resources and assistance, including group counseling. Tobacco users are encouraged to contact the Delaware Quitline for tobacco cessation information at <http://www.dhss.delaware.gov/dph/dpc/quitline.html> or by calling the toll free number at 1-866-409-1858.

b. State Employees can also use the DelaWELL Health Management Program which can be found at the following web link. <https://delawell.alerehealth.com> You may also call the toll free number of 1-866-674-9103.

c. Tobacco Information and Prevention Source (TIPS) sponsored by CDC's Office on Smoking and Health, provides a comprehensive array of information and resources, including publications on stopping the use of tobacco. This site is available at <http://www.cdc.gov/tobacco>



FRANCIS D. VAVALA  
Major General  
The Adjutant General

