BRANDYWINE SCHOOL DISTRICT

Lombardy Elementary School
Roof Replacement
412 Foulk Road, Wilmington, DE 19803

Project Manual

BSA+A Project No. 25.004

ISSUED TO MYMARKETPLACE

November 18, 2025

NOT FOR BIDDING

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Project Manual

Lombardy Elementary School Roof Replacement

BSA+A Project No. 25.004

OWNER
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Wilmington, DE 19809

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INVITATION TO BID

Sealed bids for Lombardy Elementary Roof Replacement Contract No **BSD260001-LOMB_ROOF**, will be received by Brandywine School District, Facilities Office at 1000 Pennsylvania Ave, Claymont, DE 19703 until **1:00 PM** local time on **January 27, 2026**, at which time they will be publicly opened and read aloud in the **Facilities Office at 1000 Pennsylvania Avenue, Claymont, DE 19703**. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves the complete tear-off of existing roofing down to the structural deck, installation of new tapered and flat insulation, and a fully adhered EPDM single-ply membrane roofing system. Associated work includes new sheet metal flashings, roof curbs, retrofit roof drains, skylight replacement or removal, and manufactured roof expansion joints.

A **MANDATORY** Pre-Bid Meeting will be held on **January 7, 2026**, at the Front of Lombardy Elementary School at 412 Foulk Road Wilmington, DE 19803 at 10:00 AM for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to Brandywine School District, Lombardy Elementary Roof Replacement, Attn John Read, Director of Facilities. The outer envelope should clearly indicate: **Brandywine School District CONTRACT NO. BSD260001-LOMB_ROOF - SEALED BID - DO NOT OPEN."**

Contract documents may be obtained at the office of **RCI Printing & Graphics at 298 Churchmans Rd, New Castle, DE 19720** upon receipt of $ tbd per set/non-refundable. Checks are to be made payable to"**RCI Printing and Graphics**".

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

END OF SECTION

NOT FOR BIDDING

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NOT FOR BIDDING

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

2.1.1A 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.

9. 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.

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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 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.

10. 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.

11. 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.

12. 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 affect for period of two (2) years after the date of the Certificate of Final Payment.

13. 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

NOT FOR BIDDING

LOMBARDY ELEMENTARY SCHOOL ROOF REPLACEMENT
412 FOULK ROAD, WILMINGTON, DE 19803
BSD260001-LOMB_ROOF

BID FORM

For Bids Due: January 27, 2026 **To:** Brandywine School District

Attn: John Read, Director of Facilities
1000 Pennsylvania Ave
Claymont, DE 19703

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:

$_____
($)

ALTERNATES

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

ALTERNATE No. 1: _____ (BRIEF DESCRIPTION) _____

Add/Deduct: _____
($)

ALTERNATE No. 2: _____ (BRIEF DESCRIPTION) _____

Add/Deduct: _____
($)

NOT FOR BIDDING

LOMBARDY ELEMENTARY SCHOOL ROOF REPLACEMENT
412 FOULK ROAD, WILMINGTON, DE 19803
BSD260001-LOMB_ROOF

BID FORM

ALTERNATE No. 3: (BRIEF DESCRIPTION)

Add/Deduct:
($)

UNIT PRICES

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

		ADD	DEDUCT
UNIT PRICE No. 1:	(BRIEF DESCRIPTION)	$	$
UNIT PRICE No. 2:	(BRIEF DESCRIPTION)	$	$
UNIT PRICE No. 3:	(BRIEF DESCRIPTION)	$	$

NOT FOR BIDDING

LOMBARDY ELEMENTARY SCHOOL ROOF REPLACEMENT
412 FOULK ROAD, WILMINGTON, DE 19803
BSD260001-LOMB_ROOF

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

Witness: _____ **By:** _____
(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)

NOT FOR BIDDING

LOMBARDY ELEMENTARY SCHOOL ROOF REPLACEMENT
412 FOULK ROAD, WILMINGTON, DE 19803
BSD260001-LOMB_ROOF

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.

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax-payer ID # or Delaware Business license #
1.			
A.			
B.			
C.			
2.			
A.			
B.			
C.			

NOT FOR BIDDING

LOMBARDY ELEMENTARY SCHOOL ROOF REPLACEMENT
412 FOULK ROAD, WILMINGTON, DE 19803
BSD260001-LOMB_ROOF

BID FORM (Continued)

3.				
	A.			
	B.			
	C.			
4.				
	A.			
	B.			
	C.			
5.				
	A.			
	B.			
	C.			

NOT FOR BIDDING

LOMBARDY ELEMENTARY SCHOOL ROOF REPLACEMENT
412 FOULK ROAD, WILMINGTON, DE 19803
BSD260001-LOMB_ROOF

BID FORM

NON-COLLUSION STATEMENT

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

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

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BIDDING

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____.

My Commission expires _____. NOTARY PUBLIC _____.

NOT FOR BIDDING

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

LOMBARDY ELEMENTARY SCHOOL ROOF REPLACEMENT
412 FOULK ROAD, WILMINGTON, DE 19803
BSD260001-LOMB_ROOF

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____.

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BIDDING

BRANDYWINE SCHOOL DISTRICT

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

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

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

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

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness: _____

By: _____

_____
Title

NOT FOR BIDDING

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.

NOT FOR BIDDING

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

NOT FOR BIDDING

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.

NOT FOR BIDDING

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

NOT FOR BIDDING

SECTION 00 61 13.13 - PERFORMANCE BOND

Bond Number: _____

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

Sealed with our seals and dated this _____ day of _____, 20__.

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

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

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

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

NOT BIDDING

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

_____ By: _____ (SEAL)
Name: Name:
Title:

(Corporate Seal)

NOT FOR BIDDING

SECTION 00 61 13.16 - PAYMENT BOND

Bond Number: _____

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

Sealed with our seals and dated this _____ day of_____, 20__.

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

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

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

NOT BINDING

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

NOT FOR BIDDING

SECTION 00 72 13 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION A201 - 2017

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.

NOT FOR BIDDING

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.

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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 Section14.2.2."

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."

"1.2.5The 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."

"1.2.6The 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

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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:

"2.3.6 The 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."

"3.3.4 The 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."

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

"3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the 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)

7.2 CHANGE ORDERS

Add the following Sections:

"7.2.2 In addition to the above:

7.2.2.1 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.

7.2.2.2 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 subcontractor's work.

7.2.2.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor's work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor's markup.

7.2.2.4 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.

7.2.2.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc."

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 THE 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:

"8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner."

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "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:

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"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".

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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:

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"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

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00 73 44 - RELEASE FORM FOR ELECTRONIC FILES

OWNER: Brandywine School District
PROJECT: Lombardy Elementary School Roof Replacement
LIST OF DRAWINGS:
USAGE FEE: $0.00 DATE:

Definitions:
All electronic information and other instruments of service provided by BSA+A and its consultants, 954 Justison Street, Wilmington, DE 19801, which include everything transmitted on electronic storage media, from a website, or via the Internet, is known as the Data. The Recipient is the undersigned firm or individual requesting the Data.

Terms:

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

1. The General Contractor/Construction Manager, and every subcontractor using the Data shall each return one signed copy of this Release Form to BSA+A.
2. DISTRIBUTION AND COORDINATION: The Recipient will not distribute the Data to any other firm or individual, except for the Recipient's consultants or subcontractors. If BSA+A issues an update or change in the Data during the course of the project, the General Contractor/Construction Manager is responsible for distribution and coordination. Transfer of electronic data does not include subsequent updates and revisions
2. USE: The Data will be used only for the specific project and owner listed above. None of the Data will be used for any other project or purpose, at this or any other site. Indicia/Title Block may be removed at the discretion of the design professional. The
3. OWNERSHIP: Copyright and ownership of the Data are not transferred to the Recipient, or to any other party. BSA+A and/or Owner retain all rights to the Data.
4. ACCURACY: Design data is never perfect. The information is not guaranteed to be accurate. The method of data transfer cannot be guaranteed to be error-free, durable, or compatible with the Recipient's hardware, software or output systems. Any defects discovered by the Recipient shall be reported to BSA+A. **Contractors and subcontractors are not relieved of their normal responsibilities to independently check, coordinate & verify information and dimensions, and to familiarize themselves thoroughly with the project. The electronic data received should not be relied upon for existing building conditions, which must be verified as required.**
5. Electronic data **(REVIT 2023 Model and AutoCAD 2023 Files)** shall be provided for use as background plans only. Contractor shall be responsible for verification of all dimensions and revisions. Contractor shall not have, copy or reproduce details, elevations, sections, schedules or other similar data.
6. Neither BSA+A nor its consultants are not to be held liable for any damages attributable to the use of the Data, or changes and additions made to the Data by you or your consultants or subcontractors. The Undersigned agrees, to the fullest extent permitted by law, to indemnify and hold BSA+A and its consultants harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Firm or from any reuse of the drawings and data without the prior written consent of BSA+A and its consultants.
7. This agreement shall be governed by the laws of Delaware.
8. The Undersigned agrees to make payment of _____ processing fee for each consultant's electronic files to BSA+A prior to release of any electronic media release.

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GENERAL CONTRACTOR, CONSTRUCTION MANAGER, OR SUBCONTRACTOR:

Print Clearly:

Company:_____

Name:_____

Address:_____

_____

Phone:_____**Email:**_____

Signed_____**Date:**_____

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SECTION 00 81 13 - GENERAL REQUIREMENTS

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13. MISCELLANEOUS PROVISIONS
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ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own

and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

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

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

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

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

3.13 During the contract Work, the Contractor and each 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 pursing additional remedies as otherwise provided by law.

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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

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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:

7.3.3.1 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.

7.3.3.2 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 subcontractor's work.

7.3.3.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor's work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor's markup.

7.3.3.4 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.

7.3.3.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc.

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 previously unknown hazardous material such as 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 to the closeout documents to be submitted at the end of the project.

10.2.1 Any activities with the potential to disturb lead-based materials should be performed by the Contractor in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.

10.2.1.1 The Contractor shall notify the Owner in the event they encounter previously unknown material that they suspect may contain “lead”. The Owner will arrange with a qualified

specialist for identification and testing and advise the Contractor of the results. In the case that testing identifies potential lead based materials, the contractor shall continue performance of the work that has the potential to disturb associated in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.

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		
	$1,000,000	for each occurrence
	$3,000,000	aggregate
Property Damage	$1,000,000	for each occurrence
	$3,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury		
	$1,000,000	for each occurrence
	$3,000,000	aggregate
Property Damage	$1,000,000	for each occurrence
	$3,000,000	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

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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.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

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

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

END OF SECTION

NOT FOR BIDDING

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:_____

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

NOT FOR BIDDING

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.

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LOMBARDY ELEMENTARY SCHOOL ROOF REPLACEMENT,
412 FOULK ROAD, WILMINGTON, DE 19803
BSD260001-LOMB_ROOF

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. ***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) _____

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On this line also indicate whether DE, Other State (identify) or US Registration Number

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)
) ss:
County of _____)

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.

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SECTION 01 00 00 - GENERAL REQUIREMENTS

PART 1 - GENERAL

A. The purpose of this section is to supplement the construction documentation prepared by the Project Architect. Since site conditions do vary from site to site, the General Contractor (hereinafter referred to as "Contractor") agrees that he has visited the proposed site for this project and that his price includes all work necessary to complete the scope as intended on the drawings and as required to obtain all required certificates of occupancy.

B. Specific direction, details documented on the Construction Plans prepared by the Project Architect shall take precedence over this specification should any ambiguity exits between the two.

C. Contractor shall notify Owner or Owner's authorized representative prior to making any changes, alterations or revisions from the contract plans or specifications. It is the Contractor's responsibility to received written approval from Owner prior to making any changes. Changes made without written approval may be reversed by Owner at Contractor's cost.

D. The Contractor shall be responsible for all permits and payment of fees, including individual building, individual trade permits (mechanical, electrical sprinkler etc.) taxes, etc., and for obtaining all required certificates for occupancy. The Owner shall assist the contractor in securing inspections, however it is ultimately the Contractor's responsibility to secure both Intermediate Life Safety reviews and inspection and final occupancy approval from Authorities Having Jurisdiction (AHJ) in accordance with the project schedule. All contractors and subcontractors shall have business licenses as required by the governing local jurisdiction.

E. All work shall be substantially completed on or before the date for in the Contract Documents ("Construction Completion Date"), unless extended in writing by change order or mutual agreement between the Owner and Contractor. Notwithstanding the condition of the Work, the Work shall not be deemed to be substantially complete until such time that Contractor presents Owner with a Certificate(s) of Occupancy or other evidence acceptable to the owner of the approval of the Work by the governing bodies having jurisdiction.

F. Contractor to submit to Owner/Owner's representative cuts, samples product literature and or shop drawings for all building materials, millwork, fixtures, hardware, mechanical and electrical equipment, design drawings and finishes prior to installation. Approval of submittals is to confirm general compliance with the project specifications and plans and does not relieve the contractor from complying with the contract documents or applicable codes.

G. Additional work approved by Owner due to a change in the scope of work as described in the construction documents, shall contain a fee for contractor's profit and overhead in accordance with the supplementary conditions.

H. Contractor to submit to Owner a list of all proposed subcontractor's prior to the commencement of work. Mechanical and electrical contractors must be approved prior to final contract award. Owner shall have the right of final approval of a subcontractor's and the

NOT FOR BIDDING

right to review details of contractor's and sub-contractor's bids, proposals, estimates, etc. Contractor to provide a detailed CPM based schedule which shall include not only contractor's activities but all related project activities required for the successful completion of the project. The schedules shall be coordinated with any schedules or other time restraints identified as part of the bidding package. The schedule shall be updated as project conditions require or at the request of the owner's representative.

I. Owner shall have the right, at Owner's cost, to hire qualified third party Consultants/Engineers ("Consultants") to review the quality, consistency, and workmanship of any or all of the completed work, and Contractor agrees to cooperate with Consultants. If Consultant determines and documents that the work performed by Contractor or Subcontractor's does not conform to the plans or specifications or the work does not meet applicable governmental codes, building codes or general building standards, Contractor agrees to pay for the cost of said review and repair, replace or otherwise complete remedial work as required.

J. Prior to the commencement of construction, Contractor shall submit an executed, recordable Waiver of Liens covering the work of the contractor and all subcontractors. All subcontracts written by the contractor shall acknowledge that a Waiver of Liens has been recorded for the project. At project completion and submitted with the final billing. Releases of Liens shall be provided by the contractor and all major subcontractors. Owner shall not be obligated to pay any amount not covered by a release of liens.

K. In all projects special consideration shall be given to the following air quality/cleanliness items:

1. If new return duct systems are used to condition construction space prior to final occupancy then they shall also be covered with filter media and maintained/replace as needed. Equipment warranties or other applicable warranties shall not begin prior to substantial completion.

L. The Contractors shall visit and examine the premises so as to fully understand all of the existing conditions pertaining to their work.

M. The Owner reserves the right to designate the order in which the Contractors shall proceed with any and all portions of the work. Work shall be coordinated so as not to interfere with the business of the Owner. No additional work shall be started without the approval of the building's Owner.

N. The Contractors shall comply with all Federal, State and Municipal Laws and Ordinances and shall give all notices and obtain all permits necessary for the work, and shall pay all cost of fees for same. The Contractors shall familiarize themselves with the rules of all boards, or departments having jurisdiction and with the work shown on the plans. They shall notify the Owner, if in their opinion any work is omitted or if any work or material shown or specified is not in accordance with good practice or these rules.

O. All noise, dirt and dust shall be kept at an absolute minimum and comply with Hospital Policies. All areas shall be left broom clean at the end of each day's operations. Floors shall be protected with "Sisalcraft", or similar paper, wherever alteration work might damage the floor covering.

P. In the event that any portion of the building is occupied before other areas begin construction, temporary partitions shall be erected by all applicable Contractors before the start of new work and removed by the Contractors at the completion of the work. All Contractors shall submit to the Owner in writing all provisions planned for maintaining ease of access and any "Interim Life Safety Measures" required, and acquire approval from local authorities for interior life safety measures.

Q. All work shall be completed during normal working hours, unless otherwise specified. If additional work is directed to be completed on premium time, the additional cost of authorized overtime work shall be subject to reimbursement by the Owner, shall be only the actual amounts earned by such craftsmen and supervisors who are directed to work on premium time, and shall include such regular taxes and withholdings as are customary, plus a mark up. A list of craftsmen and supervisor hourly rate will be submitted as a part of the Contract Package.

R. The Sub-Contractors shall obtain and maintain the insurances in accordance with Owner's requirements:

1. General Liability: Comprehensive form, premises operations, products/completed operations, contractual insurance, broad form property damage, independent Contractors, personal injury with limits in amount as specified by Owner for combined single limit for each occurrence.
2. Automobile Liability: Comprehensive form, with limits as specified by Owner for single limit for each occurrence (bodily injury and property damage combined).
3. Workmen's Compensation Insurance as required by the state(s) in which the contract is to be performed and employer's liability insurance with limits for accident, disease-policy limit, and disease-each employee, as specified by Owner.
4. Excess Liability, in the Umbrella Form and on an Occurrence Basis, with limits for combined single unit for each occurrence, as specified by Owner.

V. Work to be done shall be all inclusive and any work not specifically mentioned but reasonably implied shall be included. This includes any patch and paintwork necessary.

W. The handling and storage of all welding materials, acetylene and oxygen tanks, burners, etc. if required for the execution of work, shall be subject all times to the approval of the Owner's representative. The Contractor shall provide standby fire extinguishers and all the equipment mentioned herein shall be removed at the end of each working period.

X. Storage of Flammable Materials:

1. Gasoline, etc. cannot be stored in the building.
2. Oil base paints, varnish, etc., is limited to 20 gallons stored in approved storage cabinets or in a 1 hour rated storeroom with a 4-inch high liquid tight sill at the entry door.

Y. Handling and storage of welding materials are subject to the following conditions and the approval of the Owner's representative.
1. The Contractor shall obtain a welding permit from all governing agencies applicable.
2. Work area shall be kept free of all combustible material.
3. Fire retardant tarpaulins are acceptable and shall be used.
4. All welding and cutting equipment shall be kept outdoors.

5. If acetylene and oxygen tanks are required indoors, they shall be kept as far from the actual work location as possible.
6. All welding and cutting equipment shall, whenever practical, be removed from the building daily.
7. All equipment such as cables, hoses, regulators, etc., shall be in good condition.
8. A fire watch furnished by the Contractors, consisting of at least one man with no other assigned duties, shall be posed at all times to stand by and observe area for any potential hazards while welding or cutting is being done.
9. The fire watch shall be equipped with suitable personal eye protection and fire extinguishers as follows:

Work Area	Type Extinguishers	No. Required
Equipment Spaces	CO_2 (15 lb.)	2
Other Spaces	Water (2-1/2 gal.)	1
	CO_2 (15 lb.)	1

10. All extinguishers shall be furnished by the Contractors.
11. Fire watch shall be provided during and for 30 minutes after operations end for the day. Fire watch must be maintained during short breaks and for 30 minutes at the start of long breaks in the work operations. An inspection of the work area shall be made 1/2 hour after the fire watch ends.

Z. The Contractor shall keep the building free from rubbish and dirt. No rubbish or materials shall be allowed to accumulate in the building, on the property, or on the street or sidewalk.

AA. The Contractor shall take all necessary precautions for the safety of the employees on the work site and shall comply with all applicable provisions of federal, state, or municipal safety laws to prevent accidents or injury on or about the property.

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BB. Security Regulations:

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

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

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

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

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

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

NOT FOR BIDDING

NOT FOR BIDDING

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

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

B. Related Requirements:

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

1.3 PROJECT INFORMATION

A. Project Identification: Lombardy Elementary Roof Replacement

1. Project Location: 412 Foulk Road, Wilmington, DE 19803

B. Owner: Brandywine School District

1. Owner's Representative: George Wicks IV, Supervisor of Facilities and Planning

C. Architect: BSA+A Architect and Associates.

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

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of demolition and new construction for the following:
   1. Roof removal and replacement.

B. Type of Contract:

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

1.5 WORK BY OWNER

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

B. The owner will be responsible for any asbestos or hazardous materials testing or abatement discovered during the demolition phase, or if required by Regulatory agencies.

1.6 COORDINATION

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

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

   1. Limits: Confine construction operations to areas within the Contract limits any additional areas where work is permitted by owner.
   2. Driveways, Walkways and Entrances: Keep driveway, loading areas**,** and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

      a. Coordinate with school administration to schedule deliveries to minimize use of driveways and entrances by construction operations.

1.7 COORDINATION WITH OCCUPANTS

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

B. Provide security to project area to limit access to and control dust and debris from other occupied areas.

   1. Maintain access to emergency exits at all times. Properly identify areas not available for egress during construction. Provide map of modified egress routes to be displayed.

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

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

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

1.8 WORK RESTRICTIONS

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

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

B. On-Site Work Hours: Limit work in conjunction with the existing surrounding building to normal business working hours of 6:30 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated..

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

C. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor’s employees. Should the Contractor fail to meet this requirement, at any time, The Owner may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.

D. Nonsmoking site: Smoking, use of tobacco products and e-cigarettes is not permitted anywhere on the job site and school property. Violators of this policy are to be placed on notice for the first offense and removed from the job site with a second offense.

E. Fire arms, ammunition, explosives, etc. are prohibited from anywhere on the property. Contractor employees, subcontractors or contract workers violating this policy are to be immediately removed from the site. Law enforcement official may be notified.

F. Controlled Substances: Use or possession of controlled substances or illegal drugs is prohibited on the property. Contractor employees, subcontractors or contract workers violating this policy are to be immediately removed from the site. Law enforcement official may be notified.
   1. All public works contracts (paid) with public funds must include provisions requiring the contractor, its agents and employees to implement (a) mandatory drug testing program(s) for all employees or agents working on the job site in non-clerical positions. Provisions governing mandatory drug testing shall be incorporated into all public works contracts…" "The rules governing the administration of such tests by the contractor shall be promulgated by the Director of the Office of Management and Budget." [in accordance with 29Del.C.§6908(a)(b)

G. Employee Identification: The contractor will work with the school district to implement an employee badge program during the project. Employees of contractor, sub contractors, and suppliers are to be prepared to provide identification at all times while on school property including project area, other areas of the school, exterior open and parking areas.
   1. Maintain list of approved screened personnel with Owner's representative.

H. Interaction or Photography of school employees, staff, students, or guests are prohibited. Violators are to be immediately removed from the construction site for the duration of the project.

I. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

   1. Notify Owner not less than two days in advance of proposed utility interruptions.
   2. Obtain Owner's written permission before proceeding with utility interruptions.

J. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

   1. Notify Owner not less than two days in advance of proposed disruptive operations.
   2. Obtain Owner's written permission before proceeding with disruptive operations.

K. Radios are not permitted to be operated while students are in the building (see work restrictions). Radios are permitted after students leave and while administration is occupying the building, but volume is to be carefully monitored to not disturb school occupants.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - DRAWING LIST

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
   2. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

   1. Substitution Request Form: Use facsimile of form provided in Project Manual.
   2. Documentation: Provide the following as applicable to show compliance with requirements for substitutions:

      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities

NOT FOR BIDDING

may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use specified product if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

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

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

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

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

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

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

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
e. Substitution request is fully documented and properly submitted.
f. Requested substitution will not adversely affect Contractor's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.
h. Requested substitution is compatible with other portions of the Work.
i. Requested substitution has been coordinated with other portions of the Work.

j. Requested substitution provides specified warranty.
k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING

SUBSTITUTION REQUEST

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

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

Differences between proposed substitution and specified product: _____

_____

_____

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

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: [] No [] Yes; explain _____

_____

Savings to Owner for accepting substitution: _____ ($ _____).

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

Supporting Data Attached: [] Drawings [] Product Data [] Samples [] Tests [] Reports [] _____

NOT FOR BIDDING

SUBSTITUTION REQUEST

The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

Attachments: _____

_____

_____

_____

A/E's REVIEW AND ACTION

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

Signed by: Date:

Additional Comments: [] Contractor [] Subcontractor [] Supplier [] Manufacturer [] A/E [] _____

_____

_____

_____

_____

_____

_____

Not for Bid

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or] 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times,

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

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

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

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

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

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

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

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

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.

4. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values coordinated with each element.
5. Sub-schedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide sub-schedules showing values coordinated with the scope of each design services contract as described in Division 01 Section "Summary."

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Name of Architect.
    c. Architect's project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of the Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

        1) Labor.
        2) Materials.
        3) Equipment.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

    a. Include separate line items under Contractor and principal subcontracts for LEED documentation and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Submit Application for Payment to Architect by the 30th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.

F. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.

G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

I. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. LEED submittal for project materials cost data.
4. Contractor's construction schedule (preliminary if not final).
5. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
6. Products list (preliminary if not final).
7. LEED action plans.
8. Schedule of unit prices.
9. Submittal schedule (preliminary if not final).
10. List of Contractor's staff assignments.
11. List of Contractor's principal consultants.
12. Copies of building permits.
13. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
14. Initial progress report.
15. Report of preconstruction conference.
16. Certificates of insurance and insurance policies.
17. Performance and payment bonds.
18. Data needed to acquire Owner's insurance.

M. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

N. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT: sample

APPLICATION NO: 001
PERIOD TO:
CONTRACT FOR: General Construction
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

FROM CONTRACTOR:

VIA ARCHITECT:

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 (Line 4 Less Line 5 Total)	$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8. CURRENT PAYMENT DUE	$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

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

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.

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User Notes: (1433420335)

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
	GRAND TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	0.00 %	$0.00	$0.00

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
4. Division 01 Section "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

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

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

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

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

1.5 GENERAL COORDINATION PROCEDURES

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

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

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

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

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

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

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

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

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

1.6 COORDINATION DRAWINGS

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

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

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

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:

    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

    a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:

    a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
2. File Preparation Format: DWG, Version Autocad (Release 2010), operating in Microsoft Windows operating system.
3. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format.

4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

    a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    b. Digital Data Software Program: Drawings are available in PDF and / or Autocad.
    c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

1.7 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for approval of Contractor's means and methods.
d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Architect's actions on submittals.
g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Software log with not less than the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's[action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT WEBSITE

A. Contractor shall create and maintain a web-based portal (Project Website) for the purpose of hosting and managing project communication and documentation until Final Completion.

B. Project Website shall include the following information and functions.

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.
6. Task and issue management.
7. Schedule and calendar management.
8. Submittal forms and logs.
9. Payment application forms.
10. Drawing and specification document hosting, viewing, and updating.
11. Online document collaboration.
12. Reminder and tracking functions.
13. Archiving functions.

B. Provide up to seven Project Website user licenses for use of the Owner, Architect, and Architect's consultants. Provide two hours of software training at Architect's office for Project Website users.

C. On completion of Project, provide one complete archive copy of Project Website files each to Owner and to Architect in a digital storage format acceptable to Architect.

D. Provide one of the following Project Website software packages under their current published licensing agreements:

1. Buzzsaw by Autodesk.
2. Autodesk Constructware by Autodesk.
3. Prolog by Meridian Systems.
4. An equivalent system approved by Architect.

E. Contractor, subcontractors, and other parties granted access by Contractor to Project Website shall execute a data licensing agreement in the form of AIA Document C106.

1.9 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

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

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Critical work sequencing and long-lead items.
    c. Designation of key personnel and their duties.
    d. Lines of communications.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Preparation of record documents.
    l. Use of the premises and existing buildings.
    m. Work restrictions.
    n. Working hours.
    o. Owner's occupancy requirements.
    p. Responsibility for temporary facilities and controls.
    q. Procedures for moisture and mold control.
    r. Procedures for disruptions and shutdowns.
    s. Construction waste management and recycling.
    t. Parking availability.
    u. Office, work, and storage areas.
    v. Equipment deliveries and priorities.
    w. First aid.
    x. Security.
    y. Progress cleaning.

4. Reporting: Record and distribute minutes of the meeting to each party present and to other parties requiring information.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.

b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Record and distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than **9** days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of record documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
c. Submittal of written warranties.
d. Requirements for preparing operations and maintenance data.
e. Requirements for delivery of material samples, attic stock, and spare parts.

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f. Requirements for demonstration and training.
g. Preparation of Contractor's punch list.
h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
i. Submittal procedures.
j. Coordination of separate contracts.
k. Owner's partial occupancy requirements.
l. Installation of Owner's furniture, fixtures, and equipment.
m. Responsibility for removing temporary facilities and controls.

4. Reporting: Record and distribute minutes of the meeting to each party present and to other parties requiring information.

F. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.

16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

4. Reporting: Record and distribute minutes of the meeting to each party present and to other parties requiring information.

G. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Resolution of BIM component conflicts.
4) Status of submittals.
5) Deliveries.
6) Off-site fabrication.
7) Access.
8) Site utilization.
9) Temporary facilities and controls.
10) Work hours.
11) Hazards and risks.
12) Progress cleaning.
13) Quality and work standards.
14) Change Orders.

3. Reporting: Record and distribute minutes of the meeting to each party present and to other parties requiring information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

B. Related Requirements:

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

1.3 DEFINITIONS

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

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

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

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

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D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF electronic file.

B. Startup construction schedule.

1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at weekly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including work stages.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review submittal requirements and procedures.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and Owner startup procedures**,** including commissioning activities.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

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

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PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

    a. HVAC / Mechanical Equipment.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than **15** days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Building flush-out.
    m. Startup and placement into final use and operation.

8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

    a. Structural completion.
    b. Temporary enclosure and space conditioning.
    c. Permanent space enclosure.
    d. Completion of mechanical installation.
    e. Completion of electrical installation.
    f. Substantial Completion.

C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion**.**

D. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Division 01 Section "Payment Procedures" for cost reporting and payment procedures.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 STARTUP CONSTRUCTION SCHEDULE

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

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

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

20. Material stored prior to previous report and remaining in storage.
21. Material stored prior to previous report and since removed from storage and installed.
22. Material stored following previous report and remaining in storage.

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

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to Architect**,** Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

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

END OF SECTION

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

B. Related Requirements:

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

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.
1. Format: High Resolution, in unaltered original files, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
2. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect.

NOT FOR BIDDING

d. Name of Contractor.
e. Date photograph was taken.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 USAGE RIGHTS

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

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in High Resolution JPG format.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified individual to take construction photographs.

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

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Digital Images: High Resolution JPEG, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

D. Web-Based Image Access: Password-protected access for Project team administered by Contractor, providing current image access and archival image access by date and time, with images downloadable to viewer's device.

E. Periodic Construction Photographs: Take photographs as necessary to document the construction progress.

F. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

G. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.

H. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.
    c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    d. Substantial Completion of a major phase or component of the Work.
    e. Extra record photographs at time of final acceptance.
    f. Owner's request for special publicity photographs.

END OF SECTION

NOT FOR BID

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

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

NOT FOR BIDDING

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.

    a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    b. Digital Drawing Software Program: The Contract Drawings are available in Autocad, Release 2010.
    c. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
    d. Digital data drawing files will be made available via email(s) to the contractor.
    e. The following digital data files will by furnished for each appropriate discipline:

        1) Floor plans.
        2) Reflected ceiling plans.
        3) MEP plans.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 working days for initial review of each submittal.

5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 10 working days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of subcontractor.
    g. Name of supplier.
    h. Name of manufacturer.
    i. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

j. Number and title of appropriate Specification Section.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.

a. Transmittal Form for Paper Submittals: Use AIA Document G810.
b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

1) Project name.
2) Date.
3) Destination (To:).
4) Source (From:).
5) Name and address of Architect.
6) Name of Construction Manager.
7) Name of Contractor.
8) Name of firm or entity that prepared submittal.
9) Names of subcontractor, manufacturer, and supplier.
10) Category and type of submittal.
11) Submittal purpose and description.
12) Specification Section number and title.
13) Specification paragraph number or drawing designation and generic name for each of multiple items.
14) Drawing number and detail references, as appropriate.
15) Indication of full or partial submittal.
16) Transmittal number**,** numbered consecutively.
17) Submittal and transmittal distribution record.
18) Remarks.
19) Signature of transmitter.

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

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner**,** containing the following information:

a. Project name.
b. Date.
c. Name and address of Architect.
d. Name of Construction Manager.
e. Name of Contractor.
f. Name of firm or entity that prepared submittal.
g. Names of subcontractor, manufacturer, and supplier.
h. Category and type of submittal.
i. Submittal purpose and description.
j. Specification Section number and title.
k. Specification paragraph number or drawing designation and generic name for each of multiple items.
l. Drawing number and detail references, as appropriate.
m. Location(s) where product is to be installed, as appropriate.
n. Related physical samples submitted directly.
o. Indication of full or partial submittal.
p. Transmittal number**,** numbered consecutively.
q. Submittal and transmittal distribution record.
r. Other necessary identification.
s. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Architect's FTP site specifically established for Project.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Submit electronic submittals via email as PDF electronic files.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

3. Action Submittals: Submit four paper copies of each submittal unless otherwise indicated. Architect, will return two copies.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data**,** unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
3. Submit Shop Drawings in the following format:

    a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.
    e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

    a. PDF electronic file.

F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

L. LEED Submittals: Comply with requirements specified in Division 01 sustainable design requirements Section.

M. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

N. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

O. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

P. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

Q. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

R. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

S. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

T. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

U. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.

5. Description of product.
6. Test procedures and results.
7. Limitations of use.

V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. Not Reviewed.
2. Approved as Submitted.
3. Approved as Noted.
4. Revise and Resubmit.
5. Rejected.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION

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SECTION 01 35 23 - SAFETY PROGRAM

1. GENERAL

1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety activities and programs in connection with the Work.

1.2 Contractor shall be responsible for the safety of its personnel.

1.3 Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops) and work boots.

2. SAFETY PROGRAM

2.1 Prior to commencing the Work, the Contractor shall submit to the (1) electronic copy and (1) bound copy of its safety program and one (1) copy of MSDS information in a 2" ringed notebook. One paper copy of the safety program and MSDS will be retained by the Construction Manager in the field office.

2.2 The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards**. The program shall be site specific.** Contractor shall implement and enforce its safety program, which is in accordance with all OSHA, Federal, State and local laws.

2.3 Contractor shall designate a qualified Safety Supervisor to implement the safety program. Unless otherwise approved by the Owner, the Safety Supervisor shall be the Contractor's field Superintendent/Foremen.

2.4 Contractor shall hold weekly safety toolbox talks with all of its employees. The Contractor shall designate a responsible, capable person to conduct these meetings.

3. SUBSTANCE ABUSE POLICY STATEMENT

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

3.1 It is a violation Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.

3.2 It is a violation for Contractors' employees to report to work while influenced by illegal drugs or alcohol.

3.3. It is a violation for Contractors' employees to use prescription drugs illegally (i.e. to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.

3.4 Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.

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

4. EXECUTION

4.1 Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this agreement, Owner may immediately take whatever action is deemed necessary by Owner and/or Architect to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Architect in taking such action shall be borne by Contractor, and may be deducted from any payments due Contractor.

4.2 The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Architect in preventing and eliminating safety and health hazards: (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Architect or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Owner/ Architect of the hazard as well as warn exposed persons to avoid the hazard.

4.3 The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Owner and Architect any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.

4.4 Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Owner and Architect any unsafe practices or conditions that are observed which are not under the Contractor's control.

4.5 The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.

4.6 Contractor shall promptly notify Owner and Architect of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within forty-eight hours of such occurrence, Contractor shall furnish to Owner and Architect a complete written report of such injury or damage.

4.7 Contractor certifies that the forgoing terms shall be made applicable to all Contractors' suppliers, materialmen or anyone furnishing labor and/or materials to the site.

4.8 The Contractor shall continue to educate his job Safety Supervisor or Superintendent of their responsibilities, which shall include:

1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.

2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.

3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.

4. Acquainting its workers and subcontractors with all applicable safety requirements and seeing that they are enforced.

5. Setting a good example for his workers.

6. Making a complete investigation of accidents to determine facts necessary to take corrective action.

7. Holding weekly "tool box" safety meetings with his men to:

   a. Discuss observed unsafe work practices or conditions including a review of current safety report.

   b. Review the accident experience of his crew and discuss correction of accident causes.

   c. Encourage safety suggestions from his men.

8. Seeing that prompt medical treatment is administered to an injured employee.

9. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.

10. Making all reports required by these Contract Documents in a full and timely fashion.

5. SAFETY MEETINGS

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

6. TOOL BOX SAFETY MEETINGS

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

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

7. REPORTS

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

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

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

8. FALL PROTECTION PROCEDURES

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

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

1. Workers constructing or working near leading edges must be protected.

2. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.

3. Scaffolds shall be guarded at 6 feet (6') above next lower level.

4. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.

5. Roofers must comply with OSHA standards for roof work.

6. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.

7. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.

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

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

8.4 The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is

completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.

8.5 Fall protection will be enforced for Structural Steel Erectors.

1. As for a Contractor engaged in structural steel erection, the Contractor is specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.

   a. Standard guardrail system.

   b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. Maximum free fall distance permitted, with lanyard and lanyard attachment shall not exceed six feet (6'). Anchor point must be capable of supporting five thousand pounds. Perimeter guard cables or alignment cables may not be used for anchor points.

   c. Access to work area shall be provided by ladders. There shall be sufficient number of ladders available to reduce the amount of "beam walking." When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.

   d. Steel erection Contractors must, at all times, be able to certify in writing that each of his employees has been properly trained in both OSHA fall protection standards and the Contractor's site specific project fall protection procedures.

   e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

END OF SECTION

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:
1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation

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tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data : For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

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

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections in Divisions 02 through 33.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

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

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

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

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

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

1.10 SPECIAL TESTS AND INSPECTIONS

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

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

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

3.2 REPAIR AND PROTECTION

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

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

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

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

END OF SECTION

NOT FOR BIDDING

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

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

NOT FOR BIDDING

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

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

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

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

NOT FOR BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOT FOR BIDDING

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

NOT FOR BIDDING

	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	
UFAS	Uniform Federal Accessibility Standards	(800) 872-2253
	Available from Access Board	(202) 272-0080
	www.access-board.gov	

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

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CCR	California Code of Regulations www.calregs.com	(916) 323-6815
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
TFS	Texas Forest Service Forest Resource Development http://txforestservice.tamu.edu	(979) 458-6650

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 01 10 00 Summary for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. General: Charges for installation, use, and removal of temporary facilities shall be included in the Contract Sum unless otherwise indicated.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Contractor is responsible for disconnecting hoses and verifying water is turned off at water source locations. Where hose bibbs and valves are normally secured, Contractor shall verify they are secured at the end of the workday.

C. Electric Power Service from Existing System: Power will be available on site for contractor use. Contractor will be responsible for all power usage charges.
1. The contractor is responsible for providing any additional power, or higher voltages not available from on-site power. This can be provided by metered temporary power, or on-site generator.

1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

NOT FOR BIDDING

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Offices, General: Field office is not required. Contractor will be responsible for providing on site location for access to drawings and submittals

B. Storage and Fabrication areas or structures: Provide secure storage areas or structures to accommodate materials and equipment for construction operations.
   1. Coordinate location of storage areas with Owner.
      a. Do not affect fire lane access.
      b. Do not affect general access to site.
   2. Obtain approval and coordinate location of long-term storage with owner

C. Provide temporary toilets for use until permanent facilities are installed.
   1. Coordinate location with current tenant to not affect fire lane access, or general access to site, or access/egress from occupied space
   2. Contractor is responsible for securing and maintenance of temporary facilities.
      a. Arrange for regular emptying and cleaning of facility.
      b. Ensure security of toilet at the end of the workday.

D. Contractor will be permitted use of new facilities after final connections to water and sewer are complete
   1. Contractor is responsible for maintenance and final cleaning or new toilet rooms for turning over to owner

E. Provide temporary drinking water and wash facilities for use of construction personnel.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. Provide land line or reliable cellular service phone on site for communication with architect, owner and others associated with the project in a timely manner

PART 3 - EXECUTION

3.1 PARKING AND LAYDOWN SPACE

A. Parking: Parking for contractors, subcontractors and suppliers shall only be in areas identified on drawings.

B. Staging, storage, and construction lay down space shall be only in areas identified on drawings or as otherwise coordinated with Owner.

C. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. The existing security fencing is to remain. The contractor is responsible for the providing locks and security of the job site and equipment during the construction. The owner is to be provided with keys to the lock.

B. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

C. Barricades, Warning Signs, covered walkways etc. to protect persons and property
1. Contractor is responsible for repair of any vehicles or equipment owned and not owned by the school caused by work associated with this project including damage during deliveries

END OF SECTION 01 50 00

NOT FOR BIDDING

SECTION 01 52 00 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

1.1 DESCRIPTION

1. Contractor shall provide all temporary facilities throughout the construction period unless otherwise indicated in the Contract Documents.

2. Contractor shall pay all costs for providing, maintaining and removing of all temporary facilities unless otherwise indicated in the Contract Documents.

2. FACILITIES

2.1 TEMPORARY SANITATION FACILITIES

1. The Contractor will need to provide temporary toilet facilities. You will not have access toilets, or sinks outside the project area. The contractor will be responsible for delivery, dumping and removal of the temporary toilets.

2 Contractor will maintain sanitary facilities in a sanitary and clean condition at all times.

2.2 TEMPORARY WATER

1. Contractor will be permitted to use on site water IN THE PROJECT AREA for all uses.
   a. Ensure that all water sources (hose bibbs, faucets, etc.) are shut off at the conclusion of day's activities and at other times when water is not being utilized
   b. Contractor is responsible for repair or replacement of hose bibbs, faucets, etc. damaged during the construction process

2.3 TEMPORARY TELEPHONES

1. Contractor is responsible for its own phones and fax machines.

2.4 FIRE PROTECTION

1. Contractor shall provide fire extinguishers as required by OSHA regulations for its work.

2. Fire extinguishers shall be Multi-Purpose (ABC) dry chemical, UL labeled.

2.5 ACCESS ROADS AND PARKING AREAS

1. Access to site is via Owner's existing roads and parking lots. Contractor must keep all roads and parking areas clean and free of debris.

2. The Owner will determine, with the Contractor, where contractor's parking will occur on site. The owner will determine the required access to the project area. Once identified, all access to the project area for the contractor and all subcontractors is to be through this

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assigned entrance(s)

3. Access to project area may at times require access through owner public and occupied corridors. The contractor is responsible for proper clean up and maintenance of these area from damage, or debris from the construction area

2.6 STORAGE AREAS

1. The Owner will assign storage areas on the site. Storage areas are extremely limited and will be assigned in a manner which will best facilitate the work.

2. All combustible or flammable materials must be safely stored in a secured area in strict accordance with regulations, codes and laws enforced by local, State or Federal agencies, whichever is the most stringent.

2.7 FIRST AID STATION

1. Contractor is responsible to provide and maintain first aid station for all personnel.

2.8 SECURITY

1. No security will be provided.

2. All safety and security measures shall be the responsibility of the Contractor. These measures shall include but are not limited to the provision of secured storage for tools, construction equipment, and materials and equipment scheduled for installation in the building.

2.9 FIELD OFFICE AND STORAGE TRAILERS

1. The contractor will have use of area within the project site for a field office. Contractor is to provide tables, chairs, reference tables and all equipment (phone, fax, etc) necessary to meetings and review sessions

2.10 TEMPORARY POWER AND LIGHTING

1. The contractor will have permission to use outlets and other power sources in the project area. Contractor is responsible to monitoring the power usage and use care to not overload existing circuits and will be responsible for resetting breakers as necessary. Contractor will be responsible for damage causes by overloading or improper use of the poser

2.11 TEMPORARY HEAT

1. The project area is in a Currently conditioned space. Contractor will be responsible for providing temporary conditioning after existing units have been remove

3 EXECUTION

1. Contractor shall provide any other Temporary Facilities and services that it requires and which are not specifically identified above.
2. The contractor will be responsible for obtaining any permits and all fees associated with temporary utilities and facilities
3. Contractor shall install all temporary facilities in accordance with applicable codes.
4. Contractor shall maintain temporary facilities for which it is responsible throughout the construction period.
5. Contractor shall remove all temporary facilities for which it is responsible when they are no longer required or when the Owner directs the removal of same.
6. Contractor shall repair all damage to the Project Site caused by the installation of its temporary facilities.

END OF SECTION

NOT FOR BIDDING

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
1. Division 01 Section "Substitution Procedures" for requests for substitutions.
2. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

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1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

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

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

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

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

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

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

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

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect

will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

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

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING

SECTION 01 62 00 - MATERIAL AND EQUIPMENT

1. GENERAL CONDITIONS

1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate apply to the Work specified in this Section.

1.2 Where work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each Contract.

2. REQUIREMENTS INCLUDED

2.1 All materials and equipment incorporated into the Work shall:

1. be new;
2. conform to applicable specifications and standards; and
3. comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.

2.2 Manufactured and Fabricated Products shall conform to the following requirements:

1. Designed, fabricated and assembled in accord with the best engineering and shop practices.
2. Manufactured like parts of duplicate units to standard sizes and gauges, to be interchangeable.
3. Two or more items of the same kind shall be identical, by the same manufacturer.
4. Products shall be suitable for service conditions.
5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

2.3 Contractor shall not use materials or equipment for any purpose other than that for which it is designated or is specified.

2.4 Materials removed form existing structures shall not be reused in the completed work unless specifically indicated or specified.

2.5 For materials and equipment specifically indicated or specified to be reused in the Work:

1. Contractor shall use special care on removal, handling storage and reinstallation, to assure proper function in the completed Work.
2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

3. MANUFACTURER'S INSTRUCTIONS

3.1 When Contract Documents require that installation of work shall comply with manufacturer's

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printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Architect.

1. Maintain one set of complete instructions at the job site during installation and until completion.

3.2 Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, Contractor shall consult with Architect for further instructions.

2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

4. TRANSPORTATION AND HANDLING

4.1 Contractor shall arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.

4.2 Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

5.1 Contractor shall store Products in accord with manufacturer's instructions, with seals and labels intact and legible.

1. Contractor shall store Products subject to damage by the elements in weathertight enclosures.

2. Contractor shall maintain temperature and humidity within the ranges required by manufacture's instructions.

5.2 Exterior Storage

1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.

2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to prevent mixing with foreign matter.

5.3 Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.

5.4 Contractor shall store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:

1. Roof insulation.
2. Roofing materials, including solvents.
3. Paint materials.
4. Cleaning and other solvents.
5. Fuels.

5.5 Protection after Installation:

1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

6. SUBSTITUTIONS AND PRODUCT OPTIONS

6.1 Product List.

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

6.2 Contractor's Options.

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

6.3 Substitutions.

1. Until a date no later than ten (10) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. Architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.
2. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
    1. Comparison of the qualities of the proposed substitution with that specified.

2. Changes required in other elements of the Work because of the substitution.

3. Effect on the construction schedule.

4. Cost data comparing the proposed substitution with the Product specified.

5. Any required license fees or royalties.

6. Availability of maintenance service, and source of replacement materials.

3. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.

4. A request for a substitution constitutes a representation that Bidder:

1. has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;

2. will provide the same warranties or bonds for the substitution as for the Product specified;

3. will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects; and

4. waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

6.4 Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.

END OF SECTION

NOT FOR BIDDING

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

B. Related Requirements:

1. Division 01 Section "Summary" for limits on use of Project site.
2. Division 01 Section "Submittal Procedures" for submitting surveys.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer.

B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

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D. Certified Surveys: Submit two copies signed by professional engineer.

E. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

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

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

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

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

NOT FOR BIDDING

SECTION 01 73 29 - 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 Structure Demolition" for demolition of selected portions of the building.
2. Divisions 2 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
3. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore 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 In-Place 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. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

NOT FOR BIDDING

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. **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. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch 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. **Operating elements include the following:**

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.
9. Detention or electronic security systems.

C. 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.

D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

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.

NOT FOR BIDDING

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place 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 in-place 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 in-place 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 in-place 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 Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to **prevent** interruption 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 in-place 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.

B. Cutting: Cut in-place 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. 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 31 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.

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.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

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 in-place 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 in-place 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.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

NOT FOR BIDDING

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes: Administrative and procedural requirements for construction waste management activities.

1.2 DEFINITIONS

A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.

B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.

C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.

D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.

E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.

F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.

G. Approved Recycling Facility: Any of the following:

1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.

2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

H. Universal waste components (UWC) are as follows: electric motors, PCB ballasts, non PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.

1.3 SUBMITTALS

A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.

NOT FOR BIDDING

B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit **3** copies of report.

1.4 PERFORMANCE REQUIREMENTS

A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:

1. Salvage
2. Reuse
3. Source-Separated CDL Recycling
4. Co-mingled CDL Recycling

B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Acoustical ceiling tiles
2. Asphalt
3. Asphalt shingles
4. Cardboard packaging
5. Carpet and carpet pad
6. Concrete
7. Drywall
8. Fluorescent lights and ballasts
9. Land clearing debris (vegetation, stumpage, dirt)
10. Metals
11. Paint (through hazardous waste outlets)
12. Wood
13. Plastic film (sheeting, shrink wrap, packaging)
14. Window glass
15. Wood
16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.5 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.

NOT FOR BIDDING

1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.

    a. Owner
    b. Architect
    c. Contractor's superintendent
    d. Major subcontractors
    e. Waste Management Coordinator
    f. Other concerned parties.

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:

    a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
    b. Review requirements for documenting quantities of each type of waste and its disposition.
    c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
    d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
    e. Review waste management requirements for each trade.

3. Minutes: Record discussion. Distribute meeting minutes to all participants.
   Note: If there is a Project Architect, they will perform this role.

1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:

A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.

B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.

C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:

1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.

2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:

    a. Contracting with a deconstruction specialist to salvage materials generated,
    b. Selective salvage as part of demolition contractor’s work,
    c. Reuse of materials on-site or sale or donation to a third party.

3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:

a. Requiring subcontractors to take their CDL waste to a recycling facility;
b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
c. Processing and reusing materials on-site;
d. Self-hauling to a recycling or material recovery facility.

4. Name of recycling or material recovery facility receiving the CDL wastes.

5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Including cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

B. Transport CDL waste materials off Owner's property and legally dispose of them.

C. Burning of CDL waste is not permitted.

3.5 UNIVERSAL WASTE DIVERSION

A. Remove all universal waste from fixtures, panels, and related devices for proper diversion and reclamation.

B. Store all universal waste in containers provided by contact person within facilities operations.

C. Store all universal waste in a secured location and request periodic removal from assigned contact person.

D. Exemption: electric motors, circuit breakers, transformers and lighting contactors are exempt from this provision provided the contractor chooses to salvage or reuse the components.

E. No identified universal waste will be discarded into the waste stream.

END OF SECTION

WASTE MANAGEMENT PROGRESS REPORT				
	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	**DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE**		
MATERIAL CATEGORY		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumpage, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		

Percentage of Waste Diverted	(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

NOT FOR BIDDING

1.4 MAINTENANCE MATERIAL SUBMITTALS

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

1.5 SUBSTANTIAL COMPLETION PROCEDURES

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

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

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

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

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.

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

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

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

1.6 FINAL COMPLETION PROCEDURES

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

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

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

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
   a. PDF electronic file. Architect will return annotated copy.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
p. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare written report.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

NOT FOR BIDDING

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Requirements:

1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Final Submittal:
1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

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

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether

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individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.
4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file **with comment function enabled**.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders**,** record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION

NOT FOR BIDDING

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

B. Related Requirements:

1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

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1. Identification: On each copy, provide an applied label with the following information:

    a. Name of Project.
    b. Name and address of videographer.
    c. Name of Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Date of video recording.
2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project record documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.
    f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

    a. Startup procedures.
    b. Equipment or system break-in procedures.

c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

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B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION

NOT FOR BIDDING

SECTION 01 91 13 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. OPR and BoD documentation are included by reference for information only.

1.2 SUMMARY

A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.

B. Related Sections:
1. Division 23 Section "Commissioning of HVAC" for commissioning process activities for HVAC&R systems, assemblies, equipment, and components.

1.3 DEFINITIONS

A. BoD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

C. CxA: Commissioning Authority.

D. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

E. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

1.4 COMMISSIONING TEAM

A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

B. Members Appointed by Owner:

NOT FOR BIDDING

1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
2. Representatives of the facility user and operation and maintenance personnel.
3. Architect and engineering design professionals.

1.5 OWNER'S RESPONSIBILITIES

A. Provide the OPR documentation to the CxA and Contractor for information and use.

B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

C. Provide the BoD documentation, prepared by Architect and approved by Owner, to the CxA and Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.6 CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:

1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
2. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
3. Attend commissioning team meetings held on a bi-weekly basis.
4. Integrate and coordinate commissioning process activities with construction schedule.
5. Review and accept construction checklists provided by the CxA.
6. Complete electronic construction checklists as Work is completed and provide to the Commissioning Authority on a weekly basis.
7. Review and accept commissioning process test procedures provided by the Commissioning Authority.
8. Complete commissioning process test procedures.

1.7 CxA'S RESPONSIBILITIES

A. Organize and lead the commissioning team.

B. Provide commissioning plan.

C. Convene commissioning team meetings.

D. Provide Project-specific construction checklists and commissioning process test procedures.

E. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to

verify compliance with the OPR. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.

F. Prepare and maintain the Issues Log.

G. Prepare and maintain completed construction checklist log.

H. Witness systems, assemblies, equipment, and component startup.

I. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOT FOR BIDDING

NOT FOR BIDDING

SECTION 07 01 50.19 - PREPARATION FOR REROOFING

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. Full tear-off of roof in sections as required by Contract scope.
2. Removal of base flashings.
3. Re-cover preparation of entire roof.

1.3 INFORMATIONAL SUBMITTALS

A. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

B. Provide fastener pull-out test report.

1.4 FIELD CONDITIONS

A.

B. General

1. The descriptions of existing roofing systems below combine information from archival drawings, field observations, and Architect's discussions with previous roofing installers.
2. Verify existing systems in field.

C. Existing Roofing Systems

1. Roof D

a. Concealed system

1) Roofing: Built-up.
2) Recovery board.
3) Insulation: Tapered approximate total thickness varying from 4 inches to 7 1/2" inches.
4) Structural roof deck: 1/2" plywood or 1" tongue-and-groove wood plank.

b. Auxiliary system: Membrane roofing on 1" insulation, installed over concealed system.

2. Roof G: Membrane roofing on flat and tapered insulation on wood deck.
3. Other Roofs: Similar to Roof D, except without auxiliary system.

1.5 PERFORMANCE REQUIREMENTS

A. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

B. Limit construction loads on existing roof areas to 200 PSF for rooftop equipment wheel loads and 200 PSF for uniformly distributed loads.

C. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

1. Remove only as much roofing in one day as can be made watertight in the same day.

D. Hazardous Materials: It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb. Immediately notify Architect and Owner.
2. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION

3.1 PREPARATION

A. Verifications

1. Verify that rooftop utilities and service piping have been shut off before beginning the Work.
2. Test existing roof drains to verify that they are not blocked or restricted.
3. If live utilities or drain blockages are found, immediately notify Architect.

B. During removal operations, have sufficient and suitable materials on site to facilitate rapid installation of temporary protection in the event of unexpected rain.

3.2 ROOF TEAR-OFF

A. Existing Materials

1. Remove existing roofing system components down to the existing deck to remain.
    a. Built-up roofs, felts, membranes, recovery boards, roof insulation, and similar components.
    b. Base flashings, perimeter edge flashings, gravel stops, and flashings at pipes, curbs, mechanical equipment, and other penetrations.
    c. Counterflashings except as noted below or where noted to remain in Drawings.
    d. Expansion joint covers.
    e. Roof drains.

f. Roof hatch.
g. Wood blocking, curbs, and nailers except where noted to remain in Drawings.
h. Fasteners attaching the components above to existing decks to remain.

2. Retain the following existing roofing system components in place.

a. Metal counterflashings embedded in masonry parapets.

B. Roof drains

1. Do not remove an existing roof drain without installing a new drain in its place on the same day.
2. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.

a. Before starting each day's work, install drain plugs specifically designed to prevent debris from entering or blocking roof drains and conductors.
b. Maintain plugs in place while performing work.
c. Remove drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

3. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.

3.3 DECK PREPARATION

A. Inspect deck after tear-off of roofing system.

B. Immediately notify Architect if any part of the existing deck shows conditions unsuitable for receiving new roofing or if structural integrity of deck is suspect. Do not proceed with installation until directed by Architect. Conditions warranting notification include but are not limited to the following.

1. Broken or loose fasteners are observed.
2. Deck shows evidence of rot or decay.
3. Deck otherwise feels or appears to be inadequately attached.

3.4 FASTENER PULL-OUT TESTING

A. Perform fastener pull-out tests according to SPRI FX-1. Submit test report to Architect and roofing manufacturer before installing new roofing system.

1. Obtain roofing manufacturer's approval to proceed with specified fastening pattern commensurate with pull-out test results.

3.5 DISPOSAL

A. Collect demolished materials and place in containers.

B. Promptly dispose of demolished materials.

1. Transport and legally dispose of demolished materials off site.

2. Do not allow demolished materials to accumulate on site.

C. Storage or sale of demolished items or materials on site is not permitted.

END OF SECTION

NOT FOR BIDDING

SECTION 07 53 00
ELASTOMERIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES
- A. Elastomeric roofing membrane, fully adhered.
- B. Insulation, flat and tapered.
- C. Flexible flashings.
- D. Accessories including but not limited to roof drains, stack boots, and walkway pads.

1.02 RELATED REQUIREMENTS
- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings, reglets.
- B. Section 07 71 00 - Roof Specialties: Roof edges to be included in roofing system warranty.
- C. Section 07 71 29 – Manufactured Roof Expansion Joints.
- D. Section 26 41 13 - Lightning Protection System: Sealing and flashing of roofing system at lightning protection system penetrations.

1.03 REFERENCE STANDARDS
- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2020.
- B. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane 2015.
- C. FM DS 1-28 - Wind Design 2016.
- D. NRCA (RM) - The NRCA Roofing Manual 2019.
- E. UL (DIR) - Online Certifications Directory Current Edition.

1.04 ADMINISTRATIVE REQUIREMENTS
- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.

1.05 SUBMITTALS
- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data
  1. Provide data indicating membrane materials, flashing materials, insulation, and fasteners.
  2.
- C. Shop Drawings
  1. Plans: Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, and paver layout.
  2. Manufacturer’s details: Where not otherwise provided in the Contract Documents, provide drawings of flashing and penetration details approved by Manufacturer for coverage under terms of Warranty.
- D. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- E. Manufacturer's Field Reports: Indicate weather conditions including ambient temperatures and humidity; procedures followed; and supplementary instructions given.
- F. Installer's qualification statement.

NOT FOR BIDDING

G. Warranty: Submit Manufacturer's warranty and ensure forms have been completed in Owner's name and registered with Manufacturer.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Companies specializing in manufacturing the products specified in this section with minimum five years of documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section with minimum five years documented experience, and approved by Manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in Manufacturer's original containers, dry and undamaged, with seals and labels intact.

B. Store materials in weather-protected environment, clear of ground and moisture.

C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

D. Protect foam insulation from direct exposure to sunlight.

1.08 FIELD CONDITIONS

A. Do not apply roofing membrane during unsuitable weather.

B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 90 degrees F.

C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.09 WARRANTY

A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form signed by Installer, covering Work of this Section, including all components of membrane roofing system such as roofing membrane, base flashing, roof insulation, and walkway products, for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

C. Manufacturer's Warranty: Manufacturer's Warranty standard form, without monetary limitation, in which Manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

1. Warranty Period: Twenty-five (25) years from date of Substantial Completion.
2. Coverage: Material and labor.
3. Include edge metal in Roofing System Warranty. See Section 07 71 00.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. EPDM Membrane Materials:
1. Carlisle Roofing Systems, Inc: www.carlisle-syntec.com.
2. Firestone Building Products, LLC: www.firestonebpco.com.
3. Versico, a division of Carlisle Construction Materials Inc: www.versico.com/sle.
4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ROOFING

A. Elastomeric Membrane Roofing: One ply membrane, fully adhered, over insulation and coverboard.

B. Roofing Assembly Requirements:
1. Roof Covering External Fire Resistance Classification: UL (DIR) certified Class A.
2. Factory Mutual Classification: Class 1 and windstorm resistance of 1-60, in accordance with FM DS 1-28.

C. Acceptable Insulation Types - Constant Thickness Application
1. Uniform thicknesses of polyisocyanurate board.

D. Acceptable Insulation Types - Tapered Application:
1. Uniform thicknesses of polyisocyanurate board covered with top layer of tapered polyisocyanurate board.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); non-reinforced; complying with minimum properties of ASTM D4637/D4637M.
1. Thickness: 0.060 inch (60 mil).
2. Sheet Width: 120 inch, minimum; factory-fabricate into largest sheets possible.
3. Solar Reflectance: 0.75, minimum, initial, and 0.64, minimum, 3-year, certified by Cool Roof Rating Council.
4. Thermal Emittance: 0.84, minimum, initial, and 0.87, minimum, 3-year, certified by Cool Roof Rating Council.
5. Color: Black.

B. Seaming Materials: Standard synthetic-rubber polymer primer and 6-inch wide minimum, butyl splice tape with release film.

C. Membrane Fasteners: As recommended by and approved by Manufacturer.

D. Flexible Flashing Material: Same material as membrane.
1. Thickness: 60 mil.
2. Tensile Strength: 1,200 psi.
3. Elasticity: 50 percent with full recovery without set.
4. Color: Black.

2.04 COVER BOARD

A. Fiberglass Mat Faced Gypsum Roof Board:
1. Thickness: 5/8 inch.
2. Width: 4 feet.
3. Length: 8 feet.
4. Weight: 2.5 lb/sq. ft.
5. Surfacing: Fiberglass mat with non-asphaltic coating.
6. Flexural Strength, Parallel (ASTM C473): 100 lbf, minimum.
7. Flute Span (ASTM E661): 8 inches.

8. Permeance (ASTM E96): greater than 17 perms.
9. R-Value (ASTM C518): 0.67.
10. Water Absorption (ASTM C1177): Less than 10 percent of weight.
11. Compressive Strength (Applicable Sections of ASTM C472): 900 pounds per square inch.
12. Surface Water Absorption (ASTM C473): Not more than 2 grams.
13. Acceptable Products:
    a. DensDeck Prime, Georgia-Pacific Gypsum.

2.05 INSULATION

A. Polyisocyanurate Board Insulation: Rigid cellular foam, complying with ASTM C1289, Type II, Class 1, cellulose felt or glass fiber mat both faces; Grade 2 and with the following characteristics:
   1. Compressive Strength: 20 psi.
   2. Board Size: 48 by 96 inch.
   3. Base layer thickness: 1.7 inch minimum.
   4. Flat roof insulation, total thickness: As indicated on Drawings, built up in multiple layers as required.
   5. Tapered Board insulation: Slopes as indicated on Drawings, fabricated in fewest layers possible.
      a. Minimum base slope: 1/8 inch per foot.
      b. Cricket slope: As indicated in Drawings. If not so indicated, then as required for 1/2 inch per foot minimum cricket valley slope.
      c. Drain sumps: 4'-0" square; 1/2 inch per foot slope.
   6. Board Edges: Square.

2.06 ACCESSORIES

A. Roof Drains
   1. Basis of Design: Model No. RD2150 Replacement Roof Drain by Zurn Industries LLC, Falconer, NY.
      a. Other products are acceptable to conformance with the requirements of this Section.
   2. Properties
      a. Designed for retrofit roof drain applications.
      b. Furnished with the following items.
         1) 16-gauge Type 304 stainless steel body.
         2) Coated cast iron strainer dome and clamp collar.
         3) Tailpipe with ribbed neoprene gasket designed to hold drain within and seal against existing storm leader to remain.
         4) Stainless steel hardware.

B. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.

C. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
   1. Composition: Manufacturer's standard.
   2. Size: Minimum 24 inches wide perpendicular to direction of foot traffic.

D. Insulation Joint Tape: Glass fiber reinforced type as recommended by Manufacturer, compatible with roofing materials; 6 inches wide; self-adhering.

E. Thinners and Cleaners: As recommended by Manufacturer, compatible with membrane.

F. Membrane Adhesive: As recommended by Manufacturer, and:

1. Provide low-VOC, solvent-based EPDM bonding adhesive that complies with Ozone Transport Commission (OTC) Model Rule, Single Ply Roofing Adhesives; www.otcair.org.

G. Membrane Adhesive Primer: As recommended by Manufacturer, and:
   1. Provide low-VOC, solvent-based EPDM adhesive primer that complies with Ozone Transport Commission (OTC) Model Rule, Single Ply Roofing Adhesive Primers; www.otcair.org.

H. Insulation Adhesive: As recommended by Manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces and site conditions are ready to receive work.
B. Verify deck is supported and secure.
C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
D. Verify deck surfaces are dry and free of snow or ice.
E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 INSULATION - UNDER MEMBRANE

A. Attachment
   1. Mechanically fasten first layer of insulation to deck in accordance with Manufacturer's instructions and Factory Mutual requirements.
      a. At areas with exposed structure below, size fasteners for a maximum ¾ inch penetration below deck, and locate in top flute of deck.
      b. At areas with acoustical deck, size fasteners so that they do not penetrate the bottom surface of the deck.
   2. Embed second and subsequent layers of insulation into full beds of adhesive in accordance with Manufacturers' instructions.
      a. At contractor’s option, second layer of insulation may be mechanically fastened in areas without exposed ceilings.

B. Place tapered insulation to the required slope pattern in accordance with Manufacturer's instructions.
C. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
D. Tape joints of insulation in accordance with Manufacturers' instructions.
E. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 24 inches.
   1. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
F. Do not apply more insulation than can be covered with membrane in same day.

G. Install cover board over insulation with long joints in continuous straight lines with end joints staggered between rows. Adhesive attach cover board, following Manufacturer recommendations.
   1. For multilayer locations, lay subsequent coverboard layers with joints staggered minimum 6 inch from joints of preceding layer.

3.03 INSTALLATION – ROOF DRAINS

A. Do not remove more existing roof drains than can be replaced by retrofit roof drains in same day.

3.04 INSTALLATION - MEMBRANE

A. Apply elastomeric membrane roofing system in accordance with Manufacturer's recommendations.
B. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
C. Shingle joints on sloped substrate in direction of drainage.
D. Fully Adhered Application: Apply adhesive to substrate and membrane at rate required by Manufacturer. Fully embed membrane in adhesive except in areas directly over expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
   1. Protect white surface from discoloration from bonding adhesive.
   2. Do not place bonding adhesive containers or lids on white membrane surface.
E. Overlap edges and ends and seal seams by contact tape, minimum 6 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
F. At intersections with vertical surfaces:
   1. Extend membrane over cant strips and up a minimum of 8 inches onto vertical surfaces.
   2. Fully adhere flexible flashing over membrane and up to termination bar.
G. Around roof penetrations, seal flanges and flashings with flexible flashing.
H. Install roofing expansion joints where indicated. Make joints watertight.
   1. Install prefabricated joint components in accordance with Manufacturer's instructions.
I. Coordinate installation of roof drains and related flashings.
J. Coordinate installation of associated counterflashings installed under other sections.

3.05 ROOF WALKWAY INSTALLATION

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

3.06 FIELD QUALITY CONTROL

A. Owner will provide testing services in accordance with Section 01 40 00 - Quality Requirements. Contractor to provide temporary construction and materials for testing.
B. Require weekly site attendance of Manufacturer’s representative(s) during installation of the Work.

3.07 CLEANING

A. See Section 01 74 19 - Construction Waste Management and Disposal for additional requirements.
B. Remove markings from finished surfaces.
C. In areas where finished surfaces are soiled by work of this section, consult Manufacturer of surfaces for cleaning advice and comply with their documented instructions.
D. Repair or replace defaced or damaged finishes caused by work of this section.

3.08 PROTECTION

A. Protect installed roofing and flashings from construction operations.
B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

NOT FOR BIDDING

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fabricated sheet metal items, including flashings and counterflashings, for locations where existing counterflashings must be removed and replaced to maintain minimum vertical flashing heights above retrofit roof surfaces.
B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

A. Section 07 53 00 - Elastomeric Membrane Roofing: Flashings for membrane roofing
B. Section 07 71 00 - Roof Specialties: Manufactured copings, flashings, and expansion joint covers.
C. Section 07 92 00 - Joint Sealants: Sealing non-lap joints between sheet metal fabrications and adjacent construction.

1.03 REFERENCE STANDARDS

A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
C. ASTM B32 - Standard Specification for Solder Metal 2020.
D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
E. ASTM D2178/D2178M - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing 2015a.
F. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
G. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
C. Samples: Submit two samples 6 by 6 inch in size illustrating metal finish color.

1.06 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
B. Maintain one copy of each document on site.

NOT FOR BIDDING

C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 SHEET MATERIALS

A. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); 20 gage (0.032 inch) thick; plain finish shop pre-coated with fluoropolymer coating.

1. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
2. Color: As selected by Architect from manufacturer's full colors.

B. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 28 gage, (0.0156 inch) thick; smooth No. 4 - Brushed finish.

2.02 FLASHING TYPES

A. Flashing Type 1: Two-piece interlocking type:

1. Material: Stainless steel.
2. Configurations shall be as shown on drawings.
3. Where cap flashings or counter flashings occur, they shall be of two-piece construction with a receiver having a special vertical locking slot that requires no malleting or bending to hold the insert member in place.
4. Keyed or corrugated flashings are unacceptable.
5. Where flashings do not turn up behind walls, terminate with a 1/4" hook dam.
6. Thru-wall flashings at parapets shall be hemmed flush with the exposed face of face brick.
7. Fasteners, mastic for sealing and attachment, etc., shall be as recommended by the manufacturer.

B. Flashing Type 2: Masonry thru-wall type:

1. Stainless steel : ASTM A666 Type 304, soft temper, 0.015 inch (0.4 mm) thick; smooth No. 4 finish.
2. Configurations shall be as shown on drawings.
3. Installation: Refer to Section 04 20 00 - Unit Masonry.

C. Flashing Type 3: Membrane roofing base flashing material as specified in Section 07 53 00 - Elastomeric Membrane Roofing .
D. Flashing Type 4: Formed metal flashing (Other than Type 1):

1. Material: Stainless steel.
2. Configurations shall be as shown on drawings.

2.03 ACCESSORIES

A. Fasteners: Stainless steel, with soft neoprene washers.
B. Outside corner and inside corner material; manufacturer's standard available units using:
    1. Stainless steel: 26 gauge stainless steel.
C. End dam: Product may be folded in line with the flashing material or utilize preformed end dams by manufacturer using:
    1. Stainless steel: 26 gauge stainless steel
D. Protective Backing Paint: Asphaltic mastic, ASTM D4479 Type I.
E. Sealant to be Concealed in Completed Work: Type 3 as specified in Section 07 92 00.
F. Sealant to be Exposed in Completed Work: Type 1 as specified in Section 07 92 00.
G. Reglets: Surface mounted type, galvanized steel; face and ends covered with plastic tape.
H. Termination Bars: 1 inch wide x 1/8 inch thick; stainless steel.

2.04 FABRICATION

A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
B. Form pieces in longest possible lengths.
C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
E. Fabricate corners from one piece with minimum 18 inch long legs; solder for rigidity, seal with sealant.
F. Fabricate vertical faces with bottom edge formed outward 3/4 inch and hemmed to form drip.
G. Fabricate flashings to allow toe to extend 4 inches over roofing membrane. Return and brake edges.

2.05 ACCESSORIES

A. Fasteners: Galvanized steel, with soft neoprene washers.
B. Primer: Zinc chromate type.
C. Concealed Sealants: Non-curing butyl sealant.
D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
E. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

A. Install starter and edge strips, and cleats before starting installation.

B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

NOT FOR BIDDING

3.03 INSTALLATION

A. Conform to drawing details and to the following:

1. SMACNA Architectural Sheet Metal Manual,

B. Insert flashings into reglets to form tight fit; secure in place with plastic wedges; seal flashings into reglets with sealant.
C. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
D. Apply plastic cement compound between metal flashings and felt flashings.
E. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
F. Fasten cavity wall flashings to stud back-up with a non-corrosive termination bar and seal the top edge of the flashing with sealant.
G. Seal metal joints watertight.
H. Secure gutters and downspouts in place with concealed fasteners.
I. Set splash pads under downspouts.

3.04 FIELD QUALITY CONTROL

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

END OF SECTION

SECTION 07 71 00 - ROOF SPECIALTIES

PART 1 - GENERAL

1.01 SECTION INCLUDES
- A. Snap-on fascias.
- B. Roof expansion joint covers.
- C. Pipe and penetration flashings.

1.02 RELATED REQUIREMENTS
- A. Section 07 53 00 - Elastomeric Membrane Roofing
  1. Roof warranty requirements.
  2. Elastomeric boot flashings provided with roofing system.
- B. Section 07 71 29 – Manufactured Roof Expansion Joints.
- C. Section 07 72 00 - Roof Accessories: Roof access hatch.

1.03 PRICE AND PAYMENT PROCEDURES
- A. See Section 01 23 00 - Alternates, for alternates affecting the work of this section.

1.04 REFERENCE STANDARDS
- A. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems 2017.
- B. NRCA (RM) - The NRCA Roofing Manual 2019.

1.05 SUBMITTALS
- A. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- B. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- C. Samples: Submit two appropriately sized samples of coping and expansion joint cover.
- D. Manufacturer's Installation Instructions: Indicate special procedures, fasteners, supporting members, and perimeter conditions requiring special attention.

1.06 WARRANTY:
- A. Provide a roofing manufacturer's full system warranty to include roof edge systems.
- B. See Section 07 53 00 for warranty requirements.
- C. Painted finishes: Provide a twenty (20)-year warranty covering color fade, chalking, and film integrity.

PART 2 PRODUCTS

2.01 MANUFACTURERS
- A. Snap-on Fascias and Copings:
  1. Metal-Era Inc: www.metalera.com.
  2. OMG Roofing Products: www.omgroofing.com/#sle.
- B. Expansion Joint Covers:
  1. GAF: www.gaf.com/sle.
  2. Johns Manville: www.jm.com.

NOT FOR BIDDING

3. MM Systems Corp: www.mmsystemscorp.com.

C. Pipe and Penetration Flashings
1. Portals Plus: www.portalsplus.com.

2.02 SNAP-ON FASCIAS

A. Basis of Design
1. Manufacturer: Dimensional Metals, Inc.
a. Roof edge: Dynaclad Edge Snap-On Fascia.
2. Other manufacturers' products are acceptable subject to meeting the requirements of this section.

B. Requirements
1. Factory fabricated to sizes required; corners mitered; concealed fasteners.
2. Configuration
a. Fascia and edge securement for roof membrane, mechanically attached.
b. Face height: Minimum 5 1/2".
c. Nailer coverage: Minimum 4 1/4".
3. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
4. Material: Formed aluminum sheet, 0.040 inch minimum.
5. Finish: 70 percent polyvinylidene fluoride.
6. Color: To be selected by Architect from manufacturer's full range.

2.03 GUTTERS AND DOWNSPOUTS

A. Basis of Design
1. Manufacturer: Metal-Era, Inc., www.metalera.com.
2. Other manufacturers' products are acceptable subject to meeting the requirements of this section.

B. Requirements
1. Material: Prefinished aluminum.
2. Configuration and size: As shown in Drawings.
3. Expansion joints
a. Lay out gutter systems in abutting sections separated by expansion joints. Continuous section length not to exceed 50 feet.
b. Provide minimum one downspout per section as shown in Drawings.
4. Anchorage Devices: Provide brackets for gutters and downspouts that conform to SMACNA (ASMM) requirements.

2.04 PIPE AND PENETRATION FLASHINGS

A. Base of rounded aluminum, compatible with specified roof systems, and capable of accommodating pipes sized between 3/8 inch and 12 inch.

2.05 ACCESSORIES

A. Sealant for Joints in Linear Components: As recommended by component manufacturer.

B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.

2.06 FINISHES

A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as indicated.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.02 INSTALLATION

A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
B. Seal joints within components when required by component manufacturer.
C. Anchor components securely.
D. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
E. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

END OF SECTION

NOT FOR BIDDING

SECTION 07 71 29 – MANUFACTURED ROOF EXPANSION JOINTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Bellows-type roof expansion joints.

1.02 RELATED REQUIREMENTS

A. Section 07 53 00 Elastomeric Membrane Roofing: Roofing system.
B. Section 07 62 00 Sheet Metal Flashing and Trim: Shop- and field-fabricated sheet metal expansion-joint systems, flashing, and other sheet metal items.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Shop Drawings

1. Include plans, elevations, sections, and attachment details.
2. Include details of splices, intersections, transitions, fittings, method of field assembly, and location and size of each field splice.
3. Provide isometric drawings of intersections, terminations, and changes in joint direction or planes, depicting how components interconnect with each other and adjacent construction to allow movement and achieve waterproof continuity.

1.04 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.
B. Product Test Reports: For each fire-barrier provided as part of a roof-expansion-joint assembly, for tests performed by a qualified testing agency.
C. Sample Warranties: For special warranties.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: Installer of roofing membrane.

1.06 WARRANTY

A. Special Warranty: Manufacturer and Installer agree to repair or replace roof expansion joints and components that leak, deteriorate beyond normal weathering, or otherwise fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

B. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace roof expansion joints that show evidence of deterioration of factory-applied finishes within specified warranty period.

NOT FOR BIDDING

1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
    a. Color fading more than five Hunter units when tested according to ASTM D 2244.
    b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. General: Roof expansion joints shall withstand exposure to weather, remain watertight, and resist the movements indicated without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint seals, failure of connections, and other detrimental effects.
    1. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.
C. Fire-Test-Response Characteristics: Provide fire-barrier assemblies with fire-test-response characteristics as determined by testing identical products, per test method indicated, by UL or another testing agency acceptable to authorities having jurisdiction. Assemblies shall be capable of anticipated movement while maintaining fire rating. Fire-barrier products shall bear classification marking of qualified testing agency.

2.02 BELLOWS-TYPE ROOF EXPANSION JOINTS

A. Source Limitations: Obtain bellows-type roof expansion joints approved by roofing manufacturer and that are part of roofing membrane warranty.
B. Extruded Bellows Roof Expansion Joint: Manufactured, continuous, waterproof, joint-cover assembly; consisting of primary and secondary, single-layered, elastomeric seals; secured along each edge with extruded-aluminum retainers for fastening to substrate. Provide type indicated, splicing units, adhesives, and other components as recommended by manufacturer for complete installation. Fabricate each assembly specifically for installation configuration indicated on Drawings.
    1. 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. C/S Group.
        b. Michael Rizza Company.
        c. MM Systems Corporation.
    2. Size: As required to match curbs at existing expansion joints.
    3. Joint Movement Capability: Plus and minus fifty percent (50%) of joint size.
    4. Primary Seal: Silicone extrusion; color black.
    5. Drain-Tube Assemblies: Equip secondary seal with drain tubes and seals to direct collected moisture to existing drain paths to building exterior.
        a. Verify locations of drain paths during removal of existing expansion joints.

2.03 MATERIALS

A. EPDM Membrane: ASTM D 4637, Type standard with manufacturer for application.
B. Adhesives: As recommended by roof-expansion-joint manufacturer and with a VOC content of seventy (70) g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
C. Adhesives: As recommended by roof-expansion-joint manufacturer and that comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
D. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to withstand design loads.
    1. Exposed Fasteners: Gasketed. Use screws with hex washer heads matching color of material being fastened.
E. Mineral-Fiber Blanket: ASTM C 665.
F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
B. Examine roof-joint openings, inside surfaces of parapets, and expansion-control joint systems that interface with roof expansion joints, for suitable conditions where roof expansion joints will be installed.
C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. General: Comply with manufacturer's written instructions for handling and installing roof expansion joints.
    1. Anchor roof expansion joints securely in place, with provisions for required movement. Use fasteners, protective coatings, sealants, and miscellaneous items as required to complete roof expansion joints.
    2. Install roof expansion joints true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
    3. Provide for linear thermal expansion of roof expansion joint materials.
    4. Provide uniform profile of roof expansion joint throughout its length; do not stretch or squeeze membranes.
    5. Provide uniform, neat seams.
    6. Install roof expansion joints to fit substrates and to result in watertight performance.
    7. Torch cutting of roof expansion joints is not permitted.
    8. Do not use graphite pencils to mark aluminum surfaces.
B. Directional Changes and Other Expansion-Control Joint Systems: Coordinate installation of roof expansion joints with other expansion-control joint systems to result in watertight performance. Install factory-fabricated units at directional changes and at transitions between

roof expansion joints and existing exterior expansion-control joints to provide continuous, uninterrupted, and watertight joints.

C. Splices: Splice roof expansion joints with materials provided by roof-expansion-joint manufacturer for this purpose, to provide continuous, uninterrupted, and waterproof joints.
   1. Install waterproof splices and prefabricated end dams to prevent leakage of secondary-seal membrane.

D. Fire Barrier: Install fire barrier where indicated to provide continuous, uninterrupted fire resistance throughout length of roof expansion joint, including transitions and end joints.

E. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

3.03 PROTECTION

A. Protect roof expansion joints from foot traffic, displacement, or other damage.

B. Remove and replace roof expansion joints and components that become damaged by moisture or otherwise.

END OF SECTION

NOT FOR BIDDING

SECTION 07 72 00 - ROOF ACCESSORIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Roof access hatch with safety railing system and hardware.

1.02 RELATED REQUIREMENTS

A. Section 07 53 00 - Elastomeric Membrane Roofing.
B. Section 07 71 00 - Roof Specialties: Other manufactured roof items.

1.03 REFERENCE STANDARDS

A. 29 CFR 1910.23 - Ladders; current edition.
B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
C. FM (AG) - FM Approval Guide; current edition.
D. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

1.04 SUBMITTALS

A. Product Data: Manufacturer's data sheets on each product to be used.

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.
4. Maintenance requirements.

B. Shop Drawings: Submit dimensioned, project-specific shop drawings for each type of roof-mounted item.
C. Warranty Documentation

1. Submit Manufacturer’s warranty.
2. Ensure that forms have been completed in Owner's name and registered with Manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

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

1.06 WARRANTY

A. Correct defective Work within a two-year period after Date of Substantial Completion.

NOT FOR BIDDING

PART 2 - PRODUCTS

2.01 ROOF ACCESS HATCH

A. Manufacturer

1. Bilco Company; www.bilco.com/#sle.
2. Products of other manufacturers are acceptable subject to compliance with the requirements of this Section.

B. Roof Access Hatch: Factory-assembled aluminum frame and hatch cover, complete with operating and release hardware.

1. Style: Provide flat metal covers unless otherwise indicated.
2. Sound Rating: Minimum STC of 46.
3. Thermally Broken with insulation in frame and cover.
4. Size
    a. Fit to existing roof hatch opening, approximately 36” x 96”.
    b. Verify curb dimensions in field.
5. Frames and Curbs: One-piece curb and frame with integral cap flashing to receive roof flashings; extended bottom flange to suit mounting.
    a. Material: Mill finished aluminum, 11 gage, 0.0907 inch thick.
    b. Insulation: Manufacturer's standard; 3 inch rigid polyisocyanurate, located on outside face of curb.
    c. Curb Height: 12 inches from finished surface of roof, minimum.
6. Hatch Cover: Hollow metal construction, flush, insulated.
    a. Capable of supporting 40 psf live load.
    b. Material: Mill finished aluminum; outer cover 11 gage, 0.0907 inch thick, liner 0.04 inch thick.
    c. Insulation: Manufacturer's standard 3 inch rigid polyisocyanurate.
    d. Gasket: Neoprene, continuous around cover perimeter.
    e. Operation: Manual.

C. Safety Railing System: Manufacturer's standard accessory safety rail system mounted directly to curb.

1. Comply with 29 CFR 1910.23, with a safety factor of two.
2. Posts and Rails: Aluminum tube.
3. Gate: Same material as railing; automatic closing with latch.
4. Finish: Manufacturer's standard, factory applied finish.
5. Fasteners: Stainless steel, Type 316.

D. Hardware: Steel, zinc coated and chromate sealed, unless otherwise indicated or required by Manufacturer.

1. Lifting Mechanisms: Compression or torsion spring operator with shock absorbers that automatically opens upon release of latch; capable of lifting covers despite 10 psf load.
2. Hinges: Heavy duty pintle type.
3. Hold open arm with vinyl-coated handle for manual release.
4. Latch: Upon closing, engage latch automatically and reset manual release.
5. Manual Release: Pull handle on interior.

6. Locking: Padlock hasp on interior.

PART 3 - EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

A. Clean surfaces thoroughly prior to installation.
B. Prepare surfaces using methods recommended by Manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

A. Install in accordance with Manufacturer's instructions, in manner that maintains weathertight integrity of roofing system.

3.04 PROTECTION

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

END OF SECTION

NOT FOR BIDDING

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Nonsag gunnable joint sealants.
B. Self-leveling pourable joint sealants.
C. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

A. Section 07 13 00 - Sheet Waterproofing: Sealing cracks and joints in waterproofing substrate surfaces using materials specified in this section.
B. Section 07 25 00 - Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders.
C. Section 07 84 00 - Firestopping: Firestopping sealants.
D. Section 07 95 13 - Expansion Joint Cover Assemblies: Sealants forming part of expansion joint cover assemblies.
E. Section 08 71 00 - Door Hardware: Setting exterior door thresholds in sealant.
F. Section 08 80 00 - Glazing: Glazing sealants and accessories.
G. Section 09 21 16 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.
H. Section 09 30 00 - Tiling: Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.

1.03 REFERENCE STANDARDS

A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015.
B. ASTM C834 - Standard Specification for Latex Sealants 2017.
C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications 2018.
D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
E. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
F. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2018.
G. ASTM C1311 - Standard Specification for Solvent Release Sealants 2014.
H. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2018.
I. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints 2019 (Reapproved 2020).
J. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015, with Editorial Revision (2017).

1.04 SUBMITTALS

A. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.

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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.

B. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.

C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

D. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect and submit at least two physical samples for verification of color of each required sealant.

E. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.

F. Field Quality Control Plan: Submit at least two weeks prior to start of installation.

G. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.

H. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

D. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.

1. Identification of testing agency.
2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
    a. Test date.
    b. Copy of test method documents.
    c. Age of sealant upon date of testing.
    d. Test results, modeled after the sample form in the test method document.
    e. Indicate use of photographic record of test.

E. Field Quality Control Plan:

1. Visual inspection of entire length of sealant joints.
2. Non-destructive field adhesion testing of sealant joints, except interior acrylic latex sealants.

3. Destructive field adhesion testing of sealant joints, except interior acrylic latex sealant.
   a. For each different sealant and substrate combination, allow for one test every 100 feet in the first 1000 linear feet, and one test per 1000 linear feet thereafter, or once per floor on each elevation.
   b. If any failures occur in the first 1000 linear feet, continue testing at frequency of one test per 500 linear feet at no extra cost to Owner.
4. Field testing agency's qualifications.
5. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.

F. Field Adhesion Test Procedures:
1. Allow sealants to fully cure as recommended by manufacturer before testing.
2. Have a copy of the test method document available during tests.
3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.

G. Non-Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Nondestructive Spot Method.

H. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
1. Sample: At least 18 inch long.
2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.

1.06 WARRANTY

A. Correct defective work within a five year period after Date of Substantial Completion.

B. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal , exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 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. Joints between plumbing fixtures and adjacent construction.
3. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
4. 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, Type 1, unless otherwise indicated.
1. Type 3 - Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.

C. Interior Joints: Use non-sag acrylic latex sealant, Type 2, unless otherwise indicated.
1. Interior Expansion and Control Joints: Polyurethane sealant; Type 1A.
2. Interior Joints at windows, storefront and curtainwall: Polyurethane sealant; Type 1A.
3. Fire-rated Construction: ASTM C 834, UL Listed.
4. In Sound-Rated Assemblies: Acoustical sealant; Type 5.
5. Type 7 - Narrow Control Joints in Interior Concrete Slabs Exposed to View: Self-leveling polyurea sealant.
6. Interior Wet Areas: Type 6 - Mildew-Resistant Silicone Sealant: not expected to withstand continuous water immersion or traffic. Bathrooms, restrooms, kitchens, food service areas, and food processing areas; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, and other similar items.

2.02 JOINT SEALANTS - GENERAL

A. Sealant Types Summary:
1. Type 1: Non-Staining Silicone.
2. Type 1A: Polyurethane.
3. Type 2: Acrylic Emulsion Latex
4. Type 3: Non-Curing Butyl Sealant
5. Type 4: Fire resistant foam sealant: Refer to Section 078400 - Firestopping.
6. Type 5: Acoustical Sealant
7. Type 6: Mildew-Resistant Silicone Sealant
8. Type 7: Self-Leveling Polurea Sealant

2.03 NONSAG JOINT SEALANTS

A. Type 1 - 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 100 percent, minus 50 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: To be selected by Architect from manufacturer's standard range.
5. Cure Type: Single-component, neutral moisture curing.
6. Service Temperature Range: Minus 65 to 180 degrees F.
7. Manufacturers:
   a. Dow Chemical Company; 795 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
   b. Sika Corporation; Sikasil WS-295: www.usa-sika.com/#sle.
   c. Pecora Corporation; 890NST: www.pecora.com.
   d. Substitutions: See Section 01 60 00 - Product Requirements.

B. Type 1A - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 25 percent, minimum.
2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
3. Color: To be selected by Architect from manufacturer's standard range.
4. Service Temperature Range: Minus 40 to 180 degrees F.
5. Manufacturers:
   a. Pecora Corporation; DynaTrol 1-XL: www.pecora.com.
   b. Sika Corporation; Sikaflex-15 LM: www.usa-sika.com/#sle.
   c. Tremco Commercial Sealants & Waterproofing; Dymonic 100: www.tremcosealants.com/#sle.
   d. Substitutions: See Section 01 60 00 - Product Requirements.

C. Type 2 - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.

D. Type 3 - Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, non-sag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.

E. Type 4: Fire resistant foam sealant: Refer to Section 078400 - Firestopping.

F. Type 5 - Acoustical Sealant for Concealed Locations: ASTM C 834, UL Listed.
1. Composition: Acrylic latex emulsion sealant.
2. Applications: Use for concealed locations only:
   a. Acoustical application: Sealant bead between top stud runner and structure and between bottom stud track and floor.
3. Products:
   a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant: www.pecora.com.
   b. Hilti, Inc.; CP 506 Smoke and Acoustical Sealant: www.us.hilti.com.
   c. USG Company; Sheetrock Brand Acoustical Sealant; www.usg.com.

G. Type 6 - Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
1. Color: White.
2. Manufacturers:
   a. Pecora Corporation: www.pecora.com.
   b. Sika Corporation; Sikasil GP: www.usa-sika.com.

2.04 SELF-LEVELING SEALANTS

A. Type 7 - Semi-Rigid Self-Leveling Polyurea Joint Filler: Two-component, 100 percent solids; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.

1. Durometer Hardness, Type A: 75, minimum, after seven days when tested in accordance with ASTM D2240.
2. Color: To be selected by Architect from manufacturer's standard colors.
3. Joint Width, Minimum: 1/8 inch.
4. Joint Width, Maximum: 3/4 inch.
5. Joint Depth: Provide product suitable for joints from 1/8 inch to 1 inch in depth excluding space for backer rod.
6. Manufacturers:
   a. Adhesives Technology Corporation; Crackbond JF-311: www.atcepoxy.com/#sle.
   b. ARDEX Engineered Cements; ARDEX ARDISEAL RAPID PLUS: www.ardexamericas.com/#sle.
   c. Euclid Chemical Company; EUCO QWIKjoint UVR: www.euclidchemical.com/#sle.
   d. Substitutions: See Section 01 60 00 - Product Requirements.

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.
   1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
   2. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
   3. Manufacturers:
      a. Nomaco, Inc; SOF Rod: www.nomaco.com.
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. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
E. 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.
D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
   1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
   2. Notify Architect of date and time that tests will be performed, at least 7 days in advance.
   3. Record each test on Preinstallation Adhesion Test Log as indicated.
   4. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Architect.
   5. After completion of tests, remove remaining sample material and prepare joint for new sealant installation.

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. Perform acoustical sealant application work in accordance with ASTM C919.
D. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
    1. Width/depth ratio of 2:1.
    2. Neck dimension no greater than 1/3 of the joint width.
    3. Surface bond area on each side not less than 75 percent of joint width.
E. Install bond breaker backing tape where backer rod cannot be used.
F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
G. 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.
H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
I. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 FIELD QUALITY CONTROL

A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
B. Non-Destructive Adhesion Testing: If there are any failures in first 100 linear feet, notify Architect immediately.
C. Destructive Adhesion Testing: If there are any failures in first 1000 linear feet, notify Architect immediately.
D. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.
E. Repair destructive test location damage immediately after evaluation and recording of results.

3.05 POST-OCCUPANCY

A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION

SECTION 08 62 00
UNIT SKYLIGHTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Unit skylight with formed curb counterflashing to be mounted to existing wood curb.
B. Safety screen.
C. Sealants.

1.02 RELATED SECTIONS

A. Section 07 92 00, Joint Sealants

1.03 REFERENCE STANDARDS

A. American Architectural Manufacturers Association (www.aama.net), Window & Door Manufacturers Association (www.wdma.com), Canadian Standards Association (www.csagroup.org/us/en/services)

1. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/ Specification for Windows, Doors, and Skylights (NAFS)
2. CSA A440S1 – Canadian Supplement to AAMA/WDMA/CSA 101/I.S.2/A440
3. AAMA 502 – Voluntary Specification for Field Testing of Newly Installed Fenestration Products
4. AAMA 2603 – Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum and Panels

B. ASTM International: www.astm.org:

1. ASTM D1003 – Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics
2. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings
3. ASTM E283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
4. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
5. ASTM E408 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques

C. Code of Federal Regulations:

1. 29 CFR 1910.29 - Occupational Safety and Health Standards: Fall protection systems and falling object protection – criteria and practices.

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D. National Fenestration Rating Council: www.nfrccommunity.org:

1. NFRC 100 - Procedure for Determining Fenestration Product U-factors
2. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence

E. National Fire Protection Association: www.nfpa.org:

1. NFPA 70 - National Electrical Code

1.04 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site prior to delivery of unit skylight and installation of roof deck.

1.05 ACTION SUBMITTALS

A. Product Data: For unit skylights. Include standard construction details, product performance characteristics, and material descriptions, dimensions of individual components and profiles, and finishes.

1. Include test reports of qualified independent testing agency or third party certificates verifying compliance with performance requirements.

B. Shop Drawings: For unit skylight work. Include plans, elevations, sections, details, and connections to supporting structure and other adjoining work.

1.06 INFORMATIONAL SUBMITTALS

A. Warranty: Sample of special warranty.

1.07 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data.

1.08 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer listed in this Section with minimum 30 years' experience in the United States manufacturing similar products in successful use on similar projects and able to provide unit skylights meeting requirements.

1.09 WARRANTY

A. Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of skylights that fail in materials or workmanship under normal use within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Deterioration of metals, metal finishes, dome, and other materials beyond normal weathering.
b. Breakage of polycarbonate glazing.
c. Product leaks.

2. Warranty Period:

    a. 15 Years: Polycarbonate dome skylights including water penetration and hail breakage for hailstones 2 inches and less in diameter. Mill finished aluminum skylight frames.
    b. 10 Years: Yellowing of acrylic and polycarbonate skylight domes.
    c. 5 Years: Acrylic and impact modified acrylic dome skylights, external safety cage, ventilation curb extension.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Daylighting: Provide daylighting photometric performance comparable to basis of design product at layout indicated, based upon daylighting profile of March 21, 9:00 am local time, at Project location by simulation in accordance with IESNA guidelines.
B. Dome Smoke Density Rating: Testing in accordance with ASTM D 2843 with a documented performance value less than or equal to 75.
C. Dome Self-Ignition Temperature: Tested in accordance with ASTM D 1929 with a documented performance value greater than or equal to 650 degrees Fahrenheit.
D. Energy Performance

    1. Thermal Transmittance (NFRC 100): Maximum U-factor: 0.61.
    2. Solar Heat-Gain Coefficient (SHGC, NFRC 200): Maximum SHGC: 0.38.
    3. Visible Light Transmittance (VLT, ASTM D 1003): 56.8%.
    4. Percent Haze (ASTM D 1003): 99.8%.

E. Fall Protection (29 CFR 1910.29): Safety screen tested to support a minimum of four hundred (400) pounds over one square foot (1 SF) of the surface.

2.02 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide products of VELUX America LLC, Greenwood, SC 29648, www.veluxusa.com.
B. Source Limitations: Obtain unit skylights through single source from single manufacturer.

2.03 UNIT SKYLIGHT

A. System Description: Deck-mounted domed fixed skylight utilizing extruded aluminum frame counterflashing with welded corners, a PVC inner frame allowing condensation drainage, structural sealant, prefabricated curb where indicated, and accessories as required to meet installation and performance requirements indicated.

    1. Basis of Design: Wasco Skylights (part of the Velux group), Eco Sky Series, Curb-Mount Dome Skylight with Curb

        a. SK-L: Model ESS2-5252.
        b. SK-S: Model ESS2-4242.

B. Dome: Thermoformed domes in double-dome construction.

1. Outer dome

a. Material: “Satin Sky 2” acrylic, 0.118 inches in thickness.
b. Properties: Smooth, non-prismatic, infrared-blocking.

2. Inner dome: White acrylic, 0.118 inches in thickness.

C. Aluminum Frame Counterflashing

1. Material: Extruded aluminum, grade 6063-T6, 0.08 inch thick.
2. Fabrication: Completely welded in corners.
3. Finish: Neutral grey powder coat.

D. Unit Sizes

1. SK-L, outside curb dimension: Forty-nine and one quarter inches square (49 ¼” x 49 ¼”).
2. SK-S, outside curb dimension: Forty inches square (40” x 40”).
3. Verify outside dimensions of existing wood curbs in field before ordering.

E. PVC inner-frame

1. Factory-applied white PVC inner-frame assembly, factory-applied to prefabricated curb, providing a thermal-break weather seal, and allowing condensation to drain to the curb exterior.
2. Construction: Coextruded fins allowing for dry installation of skylight to curb.

F. Structural Sealant: Factory applied sealant bonding the dome to the aluminum frame, suitable for external exposure.

2.04 SAFETY SCREEN

A. Manufacturer’s fall protection screen attaching directly to the skylight frame.
B. Construction: Steel mesh, minimum 0.1875 inches wire diameter, wires spaced four-inch (4”) on center.
C. Minimum static load: Minimum four hundred pounds per square foot (400 PSF).
D. Size: Coordinate with skylight size.

2.05 SEALANTS

A. Joint Sealants: Refer to Section 07 92 00.
B. Mastic Sealants: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

2.06 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
B. Appearance of Finished Work: Noticeable variations in a single piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Proceed with unit skylight installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Install unit skylights in accordance with manufacturer's written instructions and approved shop drawings. Coordinate installation of units with installation of substrates, air and vapor retarders, roof insulation, roofing membrane, and flashing as required to ensure that each element of the Work performs properly and that finished installation is weather tight.
    1. Anchor unit skylights securely to supporting substrates.
    2. Install unit skylights on curbs specified in another section with tops of curbs parallel to finished roof slope.
B. Where metal surfaces of unit skylights will contact incompatible metal or corrosive substrates, including preservative-treated wood, apply bituminous coating on concealed metal surfaces, or provide other permanent separation recommended in writing by unit skylight manufacturer.
C. For custom flashings, install unit skylight curb counterflashing to produce weatherproof seal with curb and overlap with roofing system termination at top of curb.

3.03 FIELD QUALITY CONTROL

A. Work will be considered defective if it does not pass inspections.
B. Additional testing and inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
C. Prepare inspection reports.

3.04 CLEANING AND PROTECTION

A. Clean exposed unit skylight surfaces according to manufacturer's written instructions. Touch up damaged metal coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
B. Replace glazing that has been damaged during construction period.
C. Protect unit skylight surfaces from contact with contaminating substances resulting from construction operations.

END OF SECTION

SECTION 26 41 13
LIGHTNING PROTECTION SYSTEM

PART 1 GENERAL

1.01 SUMMARY

A. Section includes
   1. Lightning Protection System (LPS).
   2. Certification of completed LPS by Lightning Protection Institute (LPI).

B. Related requirements
   1. Section 07 53 00 - Elastomeric Membrane Roofing
      a. Sealing and flashing of roof penetrations required by LPS.

1.02 SYSTEM DESCRIPTION

A. The lightning protection system shall be designed and installed in accordance with the following.
   1. National Fire Protection Association (NFPA)
      a. NFPA 780: Standard for the Installation of Lightning Protection Systems.
   2. Underwriters Laboratories (UL)
      a. UL 96A: Installation Requirements for Lightning Protection Systems.
   3. Lightning Protection Institute (LPI)
      a. LPI 175: Lightning Protection Standards.

1.03 SUBMITTALS

A. Product Data Sheets
   1. For each product proposed for use in the LPS.

B. Shop Drawings
   1. Plans and elevations showing the extent of the system layout.
   2. Large-scale details showing attachment of products to other building assemblies and components.
   3. Drawings shall include the stamp of the LPI Master Installer responsible for the system design.

C. Progress Photos
   1. Photos of in-ground system and concealed portions of installation in numbers and detail required for LPI certification.

D. Closeout
   1. Provide Owner, Architect, and each roofing installer with copies of all approved LPS submittals, including those listed above and the following.
      a. As-built drawing of the LPS.
      b. Copies of the LPI Certificates of Completion.

1.04 QUALITY ASSURANCE

A. The system design and installation shall be completed by a contractor specializing in the installation of lightning protection systems.
   1. Design and installation shall be completed under the supervision of an LPI Certified Master Installer or Master Installer – Designer.
   2. The lightning protection contractor shall furnish an LPI Master Installation Certificate upon completion of the installation.

NOT FOR BIDDING

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. The system furnished under this specification shall be the standard product of a manufacturer regularly engaged in the production of lightning protection equipment and a member of LPI.

B. Equipment shall be the manufacturer's latest approved design of construction to suit the application where it is to be used in accordance with accepted industry standards and with NFPA, LPI, & UL requirements.

C. All materials shall comply in weight, size, and composition with the requirements of a nationally recognized testing laboratory.

D. All equipment shall be properly listed and labeled.

2.02 MANUFACTURERS

A. Acceptable Manufacturers

1. A/C Lightning Protection, Inc. (www.aclightningprotection.com)
2. allG Fabrication (www.allgfab.com)
3. DEHN, Inc. (www.dehn-usa.com)
4. East Coast Lightning Equipment, Inc. (www.ecle.biz)
5. Harger, Inc. (www.harger.com)
6. HLP Systems, Inc. (www.hlpsystems.com)
7. Independent Protection Company, Inc. (www.ipclp.com)
8. LAGPRO, Inc. (www.lagpro.com)
9. nVent, Inc. (www.nvent.com)
10. Preferred Lightning Protection (www.preferredlp.com)
11. Robbins Lightning, Inc. (www.robbinslightning.com)
12. Thompson Lightning Protection, Inc. (www.tlpinc.com)
13. VFC (www.vfclp.com)

B. Materials

1. Class I materials shall be used for systems on structures not exceeding seventy-five (75) feet in height.
2. Copper shall be of the grade ordinarily required for commercial electrical work, generally designated as being ninety-five (95) percent conductive when annealed. Aluminum conductors shall be of electrical grade aluminum.
3. Lightning protection materials shall be coordinated with building construction materials to assure compatibility. Aluminum lightning protection materials shall not be embedded in concrete or masonry, installed on or below copper surfaces, or used where contact with the earth is possible terminating eighteen (18) inches above grade level minimum. Copper lightning protection materials shall not be installed on aluminum surfaces. Copper system components within 2 feet of chimney exhausts shall be tin coated to protect against deterioration.
4. Strike termination devices shall be provided to place the entire structure under a zone of protection as defined by the Standards. Air terminals shall project a minimum of ten (10) inches above protected areas or objects. Air terminals shall be located within 2 feet of exposed corners and roof edges.
5. Metallic bodies having a thickness 3/16" or greater may serve as strike termination devices without the addition of air terminals. These bodies shall be made a part of the lightning protection system by connection(s) according to the Standards using main size conductors and bonding fittings with three (3) square inches of surface contact area.

6. Cable conductors shall provide a two-way path from strike termination devices horizontally and downward to connections with the ground system. Cable conductors shall be free of excessive splices and sharp bends. No bend of a conductor shall form a final included angle of less than ninety (90) degrees nor have a radius of bend less than eight (8) inches. Structural elements and design features shall be used whenever possible to minimize the visual impact of exposed conductors.
7. Cable down conductors may be concealed within the building construction or enclosed within PVC conduit from roof to grade level. Down conductors shall be spaced at intervals averaging not more than one hundred (100) feet around the protected perimeter of the structure. In no case shall any structure have fewer than two down conductors. Where down conductors are exposed to environmental hazards at grade level, guards shall be used to protect the conductor to a point six (6) feet above grade.
9. Exposed cable conductors shall be secured to the structure at intervals not exceeding thirty-six (36) inches. Fasteners, nails, screws, or bolts shall be of suitable configuration for the intended application and of the same material as the conductor or of electrolytically compatible materials. Galvanized or plated steels are not acceptable.
10. Connectors and splicers shall be of suitable configuration and type for the intended application and of the same material as the conductors or of electrolytically compatible materials.
11. Ground terminations suitable for the soil conditions shall be provided for each downlead conductor. For any structure in excess of sixty (60) feet in vertical elevation above grade, a ground loop interconnecting all ground terminals and other building grounded systems shall be provided.
12. Common interconnection of all grounded systems within the building shall be accomplished using main size conductors and fittings. Grounded metal bodies located within the calculated bonding distance as determined by the formulas of the Standards shall be bonded to the system using properly sized bonding conductors.
13. Surge suppression shall be provided at every system entrance to the structure to prevent massive lightning overvoltages from entering the structure. Additional surge protection for internal electronic equipment may be determined through cost-benefit analysis by a trained engineer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine conditions under which installation of LPS is to proceed.
B. Report any observed deficiencies that would obstruct the completion of the Work in writing to Architect.
C. Do not proceed with the Work until deficiencies have been corrected.

3.02 INSTALLATION

A. The installation of the lightning protection system components shall be done in a neat and workmanlike manner.
B. Roof penetrations required for down conductors shall be made using through-roof assemblies with solid rods and appropriate roof flashings.
    1. To assure compatibility with the roof warranty, the roofing contractor shall provide labor, materials, and methods for the following.
        a. Sealing and flashing of roofing penetrations by LPS components.

b. Additional roof and structure preparations to enable the LPS contractor to install conductor runs and connectors.

2. Review LPS components, roof penetration requirements, and proposed conductor routing with roofing contractor.

C. If the protected structure is an addition to or is attached to an existing structure that does not have a lightning protection system, the contractor shall certify that the system installed complies with the requirements of the Standards, and advise the owner of the lightning protection work required on the existing structure to obtain full certification for the structure. If the existing structure does have a lightning protection system, the contractor shall advise the owner of any additional work required on the existing system to bring it into compliance with current Standards and thus qualify for LPI certification.

3.03 OWNER REVIEW

A. Obtain Owner representative's signature at two stages of the work as required for LPI certification.

1. Concealed in-ground system.
2. Exposed or roof level area at completion.

3.04 INSPECTION

1. Arrange for inspection of completed LPS by LPI representative as required for LPI certification.
2. Provide closeout documents per Paragraph 1.03.E.

END OF SECTION

NOT FOR BIDDING