PROJECT MANUAL

FOR

BRANDYWINE SCHOOL DISTRICT

BRANDYWINE HIGH SCHOOL
RENOVATIONS PHASE 3 - GENERAL CONSTRUCTION PACKAGE

BRANDYWINE SCHOOL DISTRICT — **OWNER**
1311 BRANDYWINE BOULEVARD
WILMINGTON, DELAWARE 19809

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(302) 456-1757

FURLOW ASSOCIATES, INC. — **MECHANICAL/ELECTRICAL ENGINEERS**
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CLAYMONT, DELAWARE 19703
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ABHA PROJECT NUMBER: 1629

DATE: MARCH 2, 2020

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SECTION 00 1150
ADVERTISEMENT FOR BIDS

Sealed bids for Brandywine High School Renovations Phase 3, will be received by the Brandywine School District in Brandywine High School Main Lobby, 1400 Foulk Road, Wilmington, DE 19803 until 2:00PM local time on Tuesday, April 28, 2020, at which time they will be publicly opened and read aloud. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves selective demolition, cafeteria renovation including serving line and serving line equipment, window replacement, toilet room renovations and additions, and library modifications.

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

A MANDATORY Pre-Bid Meeting will be held at 1:00 PM on Wednesday, March 25, 2020, at Brandywine High School Main Lobby at the address above for the purpose of establishing the listing of subcontractors and to answer questions. ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT. Representatives of each party to any Joint Venture must attend this meeting. Please provide a business card with your contact information.

Sealed bids shall be addressed to Carol Riddle. The outer envelope should clearly indicate: "SEALED BID - DO NOT OPEN."

Bid documents will be available beginning Thursday, April 12, 2020 at http://bids.delaware.gov[]

Bid documents may be viewed and downloaded at ABHA's dropbox link on or after Thursday, April 12, 2020. Bidders may request dropbox link by emailing their company name, contact name, email address, phone number and mailing address to ssweetman@abha.com. Bid documents may be examined at the office of ABHA Architects, 1621 N. Lincoln Street, Wilmington, DE 19806 or at the State of Delaware Online Bid Solicitation Directory at <https://bids.delaware.gov>

Email questions to David Barisa at dbarisa@abha.com, reference Mount Pleasant High School OCR Master Plan: Toilet Room Renovations. The last day of questions is Monday, April 20, 2020 at 11:00 AM.

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 (10%) 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 (100%) 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.

Pursuant to the Office of Management and Budget (OMB) "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 implement a Mandatory Drug Testing Program. The regulation can be downloaded from the following website:

http://regulations.delaware.gov/AdminCode/title19/4000/4104/index.shtml#TopOfPage
<http://regulations.delaware.gov/AdminCode/title19/4000/4104/index.shtml>

END OF SECTION

SECTION 00 2113

INSTRUCTIONS TO BIDDERS - STATE PROJS

TABLE OF ARTICLES

1.01 ARTICLE 1:GENERAL

A. DEFINITIONS

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

STATE: The State of Delaware.

AGENCY: Contracting State Agency as noted on cover sheet.

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

ARCHITECT:

ABHA Architects, Inc.
1621 N. Lincoln Street
Wilmington, DE 19806

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.

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.

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.

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.

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.

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.

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.

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.

BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
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).
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.
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.
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.
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.
CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
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.
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.

1.02 ARTICLE 2:BIDDER'S REPRESENTATIONS

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

B. JOINT VENTURE REQUIREMENTS
   1. For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
   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.
   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.

4. All required insurance certificates shall name both Joint Venturers.
5. Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
6. Both Joint Venturers shall include their Federal E.I. Number with the Bid.
7. In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
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.

C. ASSIGNMENT OF ANTITRUST CLAIMS

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.

1.03 ARTICLE 3:BIDDING DOCUMENTS

A. COPIES OF BID DOCUMENTS

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

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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.
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. 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.
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.

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

C. SUBSTITUTIONS
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 Bidder 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.
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. 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.
4. The Architect shall have no obligation to consider any substitutions after the Contract award.
5. Bidders shall conform to requirements in Section 01600 PRODUCT REQUIREMENTS.

D. ADDENDA
1. Addenda will be posted to dropbox, emailed, mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
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.

1.04 ARTICLE 4:BIDDING PROCEDURES

A. PREPARATION OF BIDS
1. Submit the bids on the Bid Forms included with the Bidding Documents.
2. Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
3. Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
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.
5. Interlineations, alterations or erasures must be initialed by the signer of the Bid.
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.

7. Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
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.
9. Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
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.
11. Each bidder shall include in their bid a copy of a valid Delaware Business License.
12. 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.

B. BID SECURITY

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).
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.
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.

C. SUBCONTRACTOR LIST

1. As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.
2. Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

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

D. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS
   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.

E. PREVAILING WAGE REQUIREMENT
   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
   2. The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
   3. The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
   4. 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.

F. SUBMISSION OF BIDS
   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.

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.
3. Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
4. Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
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.

G. MODIFICATION OR WITHDRAW OF BIDS

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

1.05 ARTICLE 5: CONSIDERATION OF BIDS

A. OPENING/REJECTION OF BIDS

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

B. COMPARISON OF BIDS

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

C. DISQUALIFICATION OF BIDDERS

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.
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.
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.
   a. More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
   b. Evidence of collusion among Bidders.
   c. Unsatisfactory performance record as evidenced by past experience.
   d. If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
   e. 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.
   f. If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
   g. If any exceptions or qualifications of the Bid are noted on the Bid Form.

D. ACCEPTANCE OF BID AND AWARD OF CONTRACT
1. A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
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."
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.
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. 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 one year after the date of substantial completion.
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.
7. Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
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.

1.06 ARTICLE 6: POST-BID INFORMATION

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

B. BUSINESS DESIGNATION FORM
1. Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

1.07 ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

A. BOND REQUIREMENTS
1. The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
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.
3. The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

B. TIME OF DELIVERY AND FORM OF BONDS
   1. The bonds shall be dated on or after the date of the Contract.
   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.

1.08 ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF INSTRUCTIONS TO BIDDERS

SECTION 00 4113

BID FORM

FOR BIDS DUE: _____

TO:

FOR: BRANDYWINE SCHOOL DISTRICT
BRANDYWINE HIGH SCHOOL
PHASE 2 - GENERAL CONSTRUCTION PACKAGE

FOR CONTRACT:

NAME OF BIDDER: _____

DELAWARE BUSINESS LICENSE NO.: _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

TAXPAYER ID NO.: _____

(OTHER LICENSE NOS.): _____

PHONE NO.: ( ) _____ FAX NO.: ( )_____

EMAIL ADDRESS: _____

The undersigned, representing that he has read and understands the Bidding Documents, including the complete Project Manual and the Drawings as listed in the Table of Contents, all dated March 2, 2020, and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID AREA E (CAFETERIA AND SERVING LINE):

_____

(expressed in words)

($ _____)

(expressed in figures)

BID FORM

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. 1A: PROVIDE TERRAZZO IN-LIEU OF RESILIENT FLOORING AT CAFETERIA E101 - SINGLE COLOR

Add/Deduct: _____
(expressed in words)

($ _____)
(expressed in figures)

ALTERNATE NO. 1B: PROVIDE TERRAZZO IN-LIEU OF RESILIENT FLOORING AT CAFETERIA E101 - THREE COLORS

Add/Deduct: _____
(expressed in words)

($ _____)
(expressed in figures)

ALTERNATE NO. 2: REPLACE WINDOWS

Add/Deduct: _____
(expressed in words)

($ _____)
(expressed in figures)

ALTERNATE NO. 3: RENOVATION OF EXISTING TOILET ROOMS

Add/Deduct: _____
(expressed in words)

($ _____)
(expressed in figures)

ALTERNATE NO. 4: LIBRARY STUDY CUBICLES

Add/Deduct: _____
(expressed in words)

($ _____)
(expressed in figures)

ALTERNATE NO. 5: NEW TOILET ROOMS AT LOBBY B101

Add/Deduct: _____
(expressed in words)

($ _____)
(expressed in figures)

ALTERNATE NO. 6: NEW TOILET ROOMS AT CORRIDOR CR103

Add/Deduct: _____

(expressed in words)

($ _____)

(expressed in figures)

ALTERNATE NO. 7: OPERABLE GLASS PARTITIONS AT CAFETERIA IN LIEU OF FIXED GLASS PARTITIONS

Add/Deduct: _____

(expressed in words)

($ _____)

(expressed in figures)

ALTERNATE NO. 8: REPLACE CEILING TILE CAFETERIA E101

Add/Deduct: _____

(expressed in words)

($ _____)

(expressed in figures)

BID FORM

SIGNATURE FORM

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

This bid shall remain valid and cannot be withdrawn for 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(s) of Employee Drug Testing Program
Bid Security.

BID FORM

SUBCONTRACTOR LIST

SUBCONTRACTOR CATEGORY	SUBCONTRACTOR	ADDRESS (City & State)	SUBCONTRACTOR Taxpayer ID # or DE Business License #
Demolition			
Concrete			
Masonry			
Misc. Steel			
Carpentry			
Windows			
Doors and Hardware			
Glazing			
Gypsum Board & Metal Framing			
Resilient Flooring			
Ceramic Tile			
Carpet			
Terrazzo			
Painting			
Acoustical Ceilings			
White/Tackboards			
Toilet Partitions & Accessories			
Window Treatment			
Casework			

Fire Protection			
Plumbing			
Mechanical			
Electrical			

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of this Contract have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____
_____
_____

PHONE NUMBER: _____

EMAIL: _____

Sworn to and Subscribed before me this _____day of _____, 20__

My Commission expires :_____ NOTARY PUBLIC _____

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

BID FORM

EMPLOYEE DRUG TESTING PROGRAM

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

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

CONTRACTOR/SUBCONTRACTOR
NAME: _____

CONTRACTOR/SUBCONTRACTOR
ADDRESS: _____
_____
_____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

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.

END OF SECTION

SECTION 00 4313

BID BOND

TO ACCOMPANY PROPOSAL

(NOT NECCESSARY OF 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_____ (2019).

SEALED, AND DELIVERED IN THE

PRESENCE OF _____

NAME OF BIDDER (ORGANIZATION)

Corporate By: _____

Seal

Authorized Signature

ATTEST _____ _____

Title

_____

Name of Surety

WITNESS:_____ **BY:** _____

_____

Title

END OF SECTION

SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 LICENSES

A. Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. See Section 00 7213 - General Conditions to the Contract.

B. See Section 00 7313 - Supplementary General Conditions.

C. The Agreement is based on AIA A101-2017 .

D. The Agreement form is AIA A101.

E. The General Conditions are based on AIA A201.

1.03 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. Bond Forms:
   1. Performance and Payment Bond Form: Conform to those approved by the State of Delaware Office of Management and Budget.

C. Post-Award Certificates and Other Forms:
   1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).

D. Clarification and Modification Forms:
   1. Change Order Form: AIA G701.

E. Closeout Forms:
   1. Certificate of Substantial Completion Form: AIA G704.
   2. Affidavit of Payment of Debts and Claims Form: AIA G706.
   3. Affidavit of Release of Liens Form: AIA G706a.
   4. Consent of Surety to Final Payment Form: AIA G707.

1.04 REFERENCE STANDARDS

A. AIA A101-2017 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.

B. AIA A201 - General Conditions of the Contract for Construction; 2017.

C. AIA G701 - Change Order; 2017.

D. AIA G702 - Application and Certificate for Payment; 1992.

E. AIA G703 - Continuation Sheet; 1992.

F. AIA G704 - Certificate of Substantial Completion; 2000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 5213

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.

AIA® Document A101™ – 2017

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

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

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

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

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

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

ABHA Architects, Inc.
1621 N. Lincoln Street
Wilmington, DE 19806

The Owner and Contractor agree as follows.

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

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

Init.
/

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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User Notes: (1199203682)

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

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

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

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

§ 5.2 Final Payment

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

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

.2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution

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

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

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

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

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

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

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

Causes of Loss	Sub-Limit

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

Coverage	Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

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

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

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

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

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

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

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§ A.3.4 Performance Bond and Payment Bond

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

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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SECTION 00 5413

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 OTHER - AND ADD THE FOLLOWING SENTENCE:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION OR SUSPENSION

7.1.1 DELETE PARAGRAPH 7.1.1 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 SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

END OF SECTION

SECTION 00 5414

SUPPLEMENT TO A101-2017 - EXHIBIT A INSURANCE AND 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

A2.1 GENERAL

Delete Paragrah A.2.1 in its Entirety.

A2.2 LIABILITY INSURANCE

Delete Paragraph A2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A2.3 REQUIRED PROPERTY INSURANCE

Delete Paragraph A2.3 in its entirety, except in the case of school projects in which case Paragraph A2.3 shall remain.

A2.4 OPTIONAL EXTENDED PROPERTY INSURANCE

Delete Paragraph A2.4 in its entirety.

A2.5 OTHER OPTIONAL INSURANCE

Delete Paragraph A2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

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.

END OF SECTION

SECTION 00 6113.13
PERFORMANCE BOND

STATE OF DELAWARE

OFFICE OF MANAGEMENT AND BUDGET

BOND NUMBER: _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, _____, AS PRINCIPAL ("PRINCIPAL"), AND _____, A _____ CORPORATION, LEGALLY AUTHORIZED TO DO BUSINESS IN THE STATE OF DELAWARE, AS SURETY ("SURETY"), ARE HELD AND FIRMLY BOUND UNTO THE _____ ("OWNER") (INSERT STATE AGENCY NAME), IN THE AMOUNT OF _____ ($_____), TO BE PAID TO OWNER, FOR WHICH PAYMENT WELL AND TRULY TO BE MADE, WE DO BIND OURSELVES, OUR AND EACH AND EVERY OF OUR HEIRS, EXECUTORS, ADMINISTRATIONS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR AND IN THE WHOLE, FIRMLY BY THESE PRESENTS.

SEALED WITH OUR SEALS AND DATED THIS _____ DAY OF _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF PRINCIPAL, WHO HAS BEEN AWARDED BY OWNER THAT CERTAIN CONTRACT KNOWN AS CONTRACT NO. _____ DATED THE _____ DAY OF _____, 20__ (THE "CONTRACT"), WHICH CONTRACT IS INCORPORATED HEREIN BY REFERENCE, SHALL WELL AND TRULY PROVIDE AND FURNISH ALL MATERIALS, APPLIANCES AND TOOLS AND PERFORM ALL THE WORK REQUIRED UNDER AND PURSUANT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND THE CONTRACT DOCUMENTS (AS DEFINED IN THE CONTRACT) OR ANY CHANGES OR MODIFICATIONS THERETO MADE AS THEREIN PROVIDED, SHALL MAKE GOOD AND REIMBURSE OWNER SUFFICIENT FUNDS TO PAY THE COSTS OF COMPLETING THE CONTRACT THAT OWNER MAY SUSTAIN BY REASON OF ANY FAILURE OR DEFAULT ON THE PART OF PRINCIPAL, AND SHALL ALSO INDEMNIFY AND SAVE HARMLESS OWNER FROM ALL COSTS, DAMAGES AND EXPENSES ARISING OUT OF OR BY REASON OF THE PERFORMANCE OF THE CONTRACT AND FOR AS LONG AS PROVIDED BY THE CONTRACT; THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE TO BE AND REMAIN IN FULL FORCE AND EFFECT.

SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES, IF REQUESTED TO DO SO BY OWNER, TO FULLY PERFORM AND COMPLETE THE WORK TO BE PERFORMED UNDER THE CONTRACT PURSUANT TO THE TERMS, CONDITIONS AND COVENANTS THEREOF, IF FOR ANY CAUSE PRINCIPAL FAILS OR NEGLECTS TO SO FULLY PERFORM AND COMPLETE SUCH WORK.

SURETY, FOR VALUE RECEIVED, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY STIPULATES AND AGREES THAT THE OBLIGATION OF SURETY AND ITS BOND SHALL BE IN NO WAY IMPAIRED OR AFFECTED BY ANY EXTENSION OF TIME, MODIFICATION, OMISSION, ADDITION OR CHANGE IN OR TO THE CONTRACT OR THE WORK TO BE PERFORMED THEREUNDER, OR BY ANY PAYMENT THEREUNDER BEFORE THE TIME REQUIRED THEREIN, OR BY ANY WAIVER OF ANY PROVISIONS THEREOF, OR BY ANY ASSIGNMENT, SUBLETTING OR OTHER TRANSFER THEREOF OR OF ANY WORK TO BE PERFORMED OR ANY MONIES DUE OR TO BECOME DUE THEREUNDER; AND SURETY HEREBY WAIVES NOTICE OF ANY AND ALL SUCH

EXTENSIONS, MODIFICATIONS, OMISSIONS, ADDITIONS, CHANGES, PAYMENTS, WAIVERS, ASSIGNMENTS, SUBCONTRACTS AND TRANSFERS AND HEREBY EXPRESSLY STIPULATES AND AGREES THAT ANY AND ALL THINGS DONE AND OMITTED TO BE DONE BY AND IN RELATION TO ASSIGNEES, SUBCONTRACTORS, AND OTHER TRANSFEREES SHALL HAVE THE SAME EFFECT AS TO SURETY AS THOUGH DONE OR OMITTED TO BE DONE BY OR IN RELATION TO PRINCIPAL.

SURETY HEREBY STIPULATES AND AGREES THAT NO MODIFICATIONS, OMISSIONS OR ADDITIONS IN OR TO THE TERMS OF THE CONTRACT SHALL IN ANY WAY WHATSOEVER AFFECT THE OBLIGATION OF SURETY AND ITS BOND.

ANY PROCEEDING, LEGAL OR EQUITABLE, UNDER THIS BOND MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE. NOTICES TO SURETY OR CONTRACTOR MAY BE MAILED OR DELIVERED TO THEM AT THEIR RESPECTIVE ADDRESSES SHOWN BELOW.

IN WITNESS WHEREOF, PRINCIPAL AND SURETY HAVE HEREUNTO SET THEIR HAND AND SEALS, AND SUCH OF THEM AS ARE CORPORATIONS HAVE CAUSED THEIR CORPORATE SEAL TO BE HERETO AFFIXED AND THESE PRESENTS TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

PRINCIPAL

Name: _____

WITNESS OR ATTEST: **ADDRESS:** _____

_____ **BY:** _____**(SEAL)**

NAME: NAME:

Title:

(Corporate Seal)

SURETY

Name: _____

WITNESS OR ATTEST: **ADDRESS:** _____

_____ **BY:** _____**(SEAL)**

NAME: NAME:

Title:

(Corporate Seal)

END OF SECTION

SECTION 00 6113.16
PAYMENT BOND

STATE OF DELAWARE

OFFICE OF MANAGEMENT AND BUDGET

BOND NUMBER: _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, _____, AS PRINCIPAL ("PRINCIPAL"), AND _____, A _____ CORPORATION, LEGALLY AUTHORIZED TO DO BUSINESS IN THE STATE OF DELAWARE, AS SURETY ("SURETY"), ARE HELD AND FIRMLY BOUND UNTO THE _____ ("OWNER") (INSERT STATE AGENCY NAME), IN THE AMOUNT OF _____ ($_____), TO BE PAID TO OWNER, FOR WHICH PAYMENT WELL AND TRULY TO BE MADE, WE DO BIND OURSELVES, OUR AND EACH AND EVERY OF OUR HEIRS, EXECUTORS, ADMINISTRATIONS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR AND IN THE WHOLE FIRMLY BY THESE PRESENTS.

SEALED WITH OUR SEALS AND DATED THIS _____ DAY OF_____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF PRINCIPAL, WHO HAS BEEN AWARDED BY OWNER THAT CERTAIN CONTRACT KNOWN AS CONTRACT NO. _____DATED THE _____ DAY OF _____, 20__ (THE "CONTRACT"), WHICH CONTRACT IS INCORPORATED HEREIN BY REFERENCE, SHALL WELL AND TRULY PAY ALL AND EVERY PERSON FURNISHING MATERIALS OR PERFORMING LABOR OR SERVICE IN AND ABOUT THE PERFORMANCE OF THE WORK UNDER THE CONTRACT, ALL AND EVERY SUMS OF MONEY DUE HIM, HER, THEM OR ANY OF THEM, FOR ALL SUCH MATERIALS, LABOR AND SERVICE FOR WHICH PRINCIPAL IS LIABLE, SHALL MAKE GOOD AND REIMBURSE OWNER SUFFICIENT FUNDS TO PAY SUCH COSTS IN THE COMPLETION OF THE CONTRACT AS OWNER MAY SUSTAIN BY REASON OF ANY FAILURE OR DEFAULT ON THE PART OF PRINCIPAL, AND SHALL ALSO INDEMNIFY AND SAVE HARMLESS OWNER FROM ALL COSTS, DAMAGES AND EXPENSES ARISING OUT OF OR BY REASON OF THE PERFORMANCE OF THE CONTRACT AND FOR AS LONG AS PROVIDED BY THE CONTRACT; THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE TO BE AND REMAIN IN FULL FORCE AND EFFECT.

SURETY, FOR VALUE RECEIVED, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY STIPULATES AND AGREES THAT THE OBLIGATION OF SURETY AND ITS BOND SHALL BE IN NO WAY IMPAIRED OR AFFECTED BY ANY EXTENSION OF TIME, MODIFICATION, OMISSION, ADDITION OR CHANGE IN OR TO THE CONTRACT OR THE WORK TO BE PERFORMED THEREUNDER, OR BY ANY PAYMENT THEREUNDER BEFORE THE TIME REQUIRED THEREIN, OR BY ANY WAIVER OF ANY PROVISIONS THEREOF, OR BY ANY ASSIGNMENT, SUBLETTING OR OTHER TRANSFER THEREOF OR OF ANY WORK TO BE PERFORMED OR ANY MONIES DUE OR TO BECOME DUE THEREUNDER; AND SURETY HEREBY WAIVES NOTICE OF ANY AND ALL SUCH EXTENSIONS, MODIFICATIONS, OMISSIONS, ADDITIONS, CHANGES, PAYMENTS, WAIVERS, ASSIGNMENTS, SUBCONTRACTS AND TRANSFERS AND HEREBY EXPRESSLY STIPULATES AND AGREES THAT ANY AND ALL THINGS DONE AND

OMITTED TO BE DONE BY AND IN RELATION TO ASSIGNEES, SUBCONTRACTORS, AND OTHER TRANSFEREES SHALL HAVE THE SAME EFFECT AS TO SURETY AS THOUGH DONE OR OMITTED TO BE DONE BY OR IN RELATION TO PRINCIPAL.

SURETY HEREBY STIPULATES AND AGREES THAT NO MODIFICATIONS, OMISSION OR ADDITIONS IN OR TO THE TERMS OF THE CONTRACT SHALL IN ANY WAY WHATSOEVER AFFECT THE OBLIGATION OF SURETY AND ITS BOND.

ANY PROCEEDING, LEGAL OR EQUITABLE, UNDER THIS BOND MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE. NOTICES TO SURETY OR CONTRACTOR MAY BE MAILED OR DELIVERED TO THEM AT THEIR RESPECTIVE ADDRESSES SHOWN BELOW.

IN WITNESS WHEREOF, PRINCIPAL AND SURETY HAVE HEREUNTO SET THEIR HAND AND SEALS, AND SUCH OF THEM AS ARE CORPORATIONS HAVE CAUSED THEIR CORPORATE SEAL TO BE HERETO AFFIXED AND THESE PRESENTS TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

PRINCIPAL

WITNESS OR ATTEST: ADDRESS: _____

NAME: _____ **BY: _____(SEAL)**

NAME:

TITLE:

(CORPORATE SEAL)

SURETY

_____

NAME:

WITNESS OR ATTEST: ADDRESS: _____

_____ **BY:_____(SEAL)**

NAME: **NAME:**

TITLE:

(CORPORATE SEAL)

END OF SECTION

SECTION 00 6276

APPLICATION AND CERTIFICATE FOR PAYMENT

THE APPLICATION AND CERTIFICATE FOR PAYMENT ARE AS STATED IN THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT AIA G702 & AIA G703 (1992 VERSION) ENTITLED APPLICATION AND CERTIFICATE FOR PAYMENT AND IS PART OF THIS PROJECT MANUAL AS IF HEREIN WRITTEN IN FULL. A DRAFT SAMPLE HAS BEEN INCLUDED FOR YOUR REFERENCE.

END OF SECTION

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	**PROJECT:** Test	**APPLICATION NO:** 001	**Distribution to:**
		PERIOD TO:	OWNER: ☐
		CONTRACT FOR:	ARCHITECT: ☐
FROM CONTRACTOR:	**VIA ARCHITECT:** ABHA Architects, Inc. 1621 N. Lincoln Street Wilmington, DE 19806	**CONTRACT DATE:**	CONTRACTOR: ☐
		PROJECT NOS: / /	FIELD: ☐
			OTHER : ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$0.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$0.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$0.00	
b. 0 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (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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AIA® Document G703™ – 1992

Continuation Sheet

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

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

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
	GRAND TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**

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SECTION 00 7213

GENERAL CONDITIONS OF THE CONTRACT

THE GENERAL CONDITIONS OF THIS CONTRACT ARE AS APPLICATION AND CERTIFICATE FOR PAYMENT ARE AS STATED IN THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT AIA A201 G702 & AIA G703 (20171992 EDITIONVERSION) ENTITLED APPLICATION AND CERTIFICATE FOR PAYMENTGENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AS REVISED BY THE SUPPLEMENTARY GENERAL CONDITIONS AND AS AND IS PART OF THIS PROJECT MANUAL AS IF HEREIN WRITTEN IN FULL. A DRAFT SAMPLE HAS BEEN INCLUDED FOR YOUR REFERENCE.

END OF SECTION

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

ABHA Architects, Inc.
1621 N. Lincoln Street
Wilmington, DE 19806

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

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

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Init.
/

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User Notes: (1366386298)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

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§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- **.1** cease operations as directed by the Owner in the notice;

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.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00 7313

SUPPLEMENTARY GENERAL CONDITIONS A201-2017

*****USE FOR STATE WORK ONLY*****

THE FOLLOWING SUPPLEMENTS MODIFY THE AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. 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.

ARTICE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence in 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 Paragraph:
1.1.1.1. IN THE EVENT OF CONFLICT OR DISCREPANCIES AMONG THE CONTRACT DOCUMENTS, THE DOCUMENTS PREPARED BY THE STATE OF DELAWARE, DIVISION OF FACILITIES MANAGEMENT SHALL TAKE PRECEDENCE OVER ALL OTHER DOCUMENTS.

1.1.8 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.
1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.
1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.

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

Delete Paragraph 1.5.1 in its entirety and replace with the following:
All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and

for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re use of drawings and specifications if the Architect is not involved in the re use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Delete Paragraph 1.5.2 in its entirety.

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.

3.2.4Strike 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. Consult the Owner and the Architect before storing any materials.

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

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

3.5 WARRANTY

Add the following paragraphs:

3.5.3 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 guarantee 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 reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.

3.12 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 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:

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

6.1.1STRIKE "AND WAIVER OF SUBROGATION" FROM THE END OF THE SECOND SENTENCE.

6.1.4 STRIKE SECTION 6.1.4 IN ITS ENTIRETY.

6.2 MUTUAL RESPONSIBILITY

6.2.3 STRIKE "SHALL" AND REPLACE WITH "MAY" IN THE SECOND SENTENCE.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

7.3.4.1 STRIKE "AND OTHER EMPLOYEE COSTS APPROVED BY THE ARCHITECT" AFTER "WORKER'S COMPENSATION INSURANCE,"

7.3.4.4 ADD "WORK ATTRIBUTABLE TO THE" BEFORE "CHANGE" AT THE END OF THE SENTENCE.

7.4 MINOR CHANGES IN WORK

Add "unless such changes are approved" at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1ADD THE FOLLOWING SECTION:

8.2.1.1 Refer to Specification 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 Paragraphs:

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

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

9.3 APPLICATIONS FOR PAYMENT

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."

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

.8 failure to provide a current Progress Schedule;

.9 a lien or attachment is filed;

.10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Strike through 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

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 LIABILITY INSURANCE

11.1.1 Strike “Owner” from the third sentence.

11.2 OWNER’S LIABILITY INSURANCE

Strike 11.2 in its entirety, except in the case of school projects in which Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Selection 11.3 in entirety:

LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Section 11.3 in its entirety.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 INSERT ", UPON THE CONTRACTORS' REQUEST," AFTER ""FURNISH TO THE CONTRACTOR" .

14.1.3 STRIKE "AND PROFIT ON WORK NOT EXECUTED, AND" AFTER "AS WELL AS REASONABLE OVERHEAD" AND REPLACE WITH ", PROFIT, AND REASONABLE"

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 STRIKE "ADJUSTMENT OF THE CONTRACT SUM SHALL INCLUDE PROFIT".

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 STRIKE SECTION 14.4.3 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1. CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to "21" and replace with "45".

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

"Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner."

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

15.2.1 STRIKE “AND BINDING DISPUTE RESOLUTION” IN THE FOURTH SENTENCE AND REPLACE WITH “OR ANY AND ALL REMEDIES AT LAW OR IN EQUITY”.

15.2.5 STRIKE SECTION 15.2.5 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

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

15.2.6 STRIKE SECTION 15.2.6 AND ITS SUBSECTIONS 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 SUPPLEMENTARY GENERAL CONDITIONS

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
4425 NORTH MARKET STREET
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200
FAX (302) 761-6601

Via Electronic and Regular Mail

February 28, 2020

Mr. John Read
Brandywine School District
1311 Brandywine Boulvard
Wilmington, DE 19806

Re: BSD 20003 GC BHS Phase 3 Brandywine School District, New Castle County, DE

Dear Mr. Read:

I am responding to your request for a category determination for the BSD 20003 GC BHS Phase 3 Brandywine School District, which is a state funded construction project located in New Castle County, DE. The work consists of Renovation of Cafeteria and service lines Renovation of toilet rooms construction of new toilet rooms window replacement. You estimate the total cost of construction for this project to be $1,800,000.00.

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

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2019, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

This determination is directed solely to the parties identified herein. It is based on the unique facts relevant to this matter. It does not constitute precedent and should not be cited as such by future parties.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at 302-761-8325.

Sincerely,

Curtis Washington
Labor Law Enforcement Officer
curtisl.washington@delaware.gov

Enclosures

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 15, 2019

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.92	29.46	42.87
BOILERMAKERS	71.61	36.33	53.41
BRICKLAYERS	55.89	55.89	55.89
CARPENTERS	55.63	55.63	44.22
CEMENT FINISHERS	75.54	52.62	23.19
ELECTRICAL LINE WORKERS	47.57	40.79	31.10
ELECTRICIANS	70.49	70.49	70.49
ELEVATOR CONSTRUCTORS	96.27	67.47	33.42
GLAZIERS	75.65	75.65	59.28
INSULATORS	57.88	57.88	57.88
IRON WORKERS	65.57	65.57	65.57
LABORERS	47.70	47.70	47.70
MILLWRIGHTS	74.23	74.23	59.84
PAINTERS	52.47	52.47	52.47
PILEDRIVERS	78.02	41.17	33.30
PLASTERERS	31.22	31.22	23.14
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.05	55.29	60.31
POWER EQUIPMENT OPERATORS	71.29	71.29	71.29
ROOFERS-COMPOSITION	25.12	24.79	22.64
ROOFERS-SHINGLE/SLATE/TILE	19.24	22.88	17.99
SHEET METAL WORKERS	72.53	72.53	72.53
SOFT FLOOR LAYERS	53.39	53.39	53.39
SPRINKLER FITTERS	60.04	60.04	60.04
TERRAZZO/MARBLE/TILE FNRS	64.45	64.45	64.45
TERRAZZO/MARBLE/TILE STRS	71.27	71.27	71.27
TRUCK DRIVERS	32.19	28.70	21.91

CERTIFIED: 03/02/2020 BY: _____
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE 302-761-8200

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: BSD 20003 GC BHS Pha Brandywine School District , New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 Del.C. 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)

Updated: January 22, 2019

SECTION 00 8113

STATE OF DELAWARE GENERAL REQUIREMENTS

ARTICLE 1: GENERAL

1.01 CONTRACT DOCUMENTS

A. 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.

B. 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.

1.02 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

A. 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

3.01 SCHEDULE OF VALUES

A. 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.

3.02 SUBCONTRACTS

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

3.03 STATE LICENSE AND TAX REQUIREMENTS

A. 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 State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and Subcontract, together with the names and addresses of the contracting parties . "

3.04 LARGE PUBLIC WORKS CONTRACT PROCEDURES

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.01 CONTRACT SURETY

A. Performance Bond And Labor And Material Payment Bond

1. All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
2. 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.)
3. Invoking a Performance Bond - The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
4. 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.
5. 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.

4.02 FAILURE TO COMPLY WITH CONTRACT

A. 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.

4.03 CONTRACT INSURANCE AND CONTRACT LIABILITY

A. 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.

B. 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.

4.04 RIGHT TO AUDIT RECORDS

A. 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.

B. 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

5.01 SUBCONTRACTING REQUIREMENTS

A. 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.

B. 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.

C. 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.

D. 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:
   1. Is unqualified to perform the work required;
   2. Has failed to execute a timely reasonable Subcontract;

3. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
4. Is no longer engaged in such business.

E. 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.

F. 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.

5.02 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

A. 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 one (1) percent of Contract amount not to exceed $10,000. The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*One (1) percent of contract not to exceed $10,000.

5.03 ASBESTOS ABATEMENT

A. 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.

5.04 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.05 CONTRACT PERFORMANCE

A. 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

6.01 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

A. 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.

B. 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

7.01 CHANGES IN THE WORK

A. 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.

B. The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

C. 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.

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).
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.
3. In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor’s own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor’s onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

8.01 TIME

A. 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.

B. 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.

C. 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.

8.02 SUSPENSION AND DEBARMENT

A. 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.”

B. 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.”

8.03 RETAINAGE

A. 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.

B. 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

9.01 APPLICATION FOR PAYMENT

A. 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 will become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

B. 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.

C. 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.

9.02 PARTIAL PAYMENTS

A. 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.

B. 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.

C. 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.

D. 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.

9.03 SUBSTANTIAL COMPLETION

A. 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.

B. 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.

C. On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.04 FINAL PAYMENT

A. 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):

1. Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
2. An acceptable RELEASE OF LIENS,
3. Copies of all applicable warranties,
4. As-built drawings,
5. Operations and Maintenance Manuals,
6. Instruction Manuals,
7. Consent of Surety to final payment.
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

10.01 PROTECTION OF PERSONS AND PROPERTY

A. 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.

B. The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

C. 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.

D. 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

11.01 INSURANCE AND BONDS

A. 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.

B. 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.

C. 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.

D. 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.

E. Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

F. 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.

G. The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

1. Contractor's Contractual Liability Insurance
   Minimum coverage to be:

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

2. Contractor's Protective Liability Insurance
   Minimum coverage to be:

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

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

4. Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
5. Workmen's Compensation (including Employer's Liability):
   a. Minimum Limit on employer's liability to be as required by law.
   b. Minimum Limit for all employees working at one site.
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.
7. Social Security Liability
   a. With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
   b. 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.
   c. 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

12.01 UNCOVERING AND CORRECTION OF WORK

A. 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.

B. 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

13.01 CUTTING AND PATCHING

A. The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.02 DIMENSIONS

A. 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.

13.03 LABORATORY TESTS

A. 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.

B. 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.

13.04 ARCHAEOLOGICAL EVIDENCE

A. 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.

13.05 GLASS REPLACEMENT AND CLEANING

A. 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.

13.06 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

14.01 TERMINATION OF CONTRACT

A. 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.

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

END OF GENERAL REQUIREMENTS

SECTION 00 8114
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/SUBCONRACTOR ADDRESS: _____

_____

_____

NUMBER OF EMPLOYEES WHO WORKED ON THE JOBSITE DURING THE REPORT PERIOD:_____

NUMBER OF EMPLOYEES SUBJECT TO RANDOM TESTING DURING THE REPORT PERIOD:_____

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).

EMPLOYEE DRUG TESTING

REPORT OF POSITIVE RESULTS

PROJECT NUMBER: _____

PROJECT NAME: _____

CONTRACTOR/SUBCONTRACTOR NAME: _____

CONTRACTOR/SUBCONRACTOR ADDRESS: _____

_____

_____

NUMBER OF EMPLOYEES WITH POSITIVE TEST RESULT:_____

LAST 4 DIGITS OF EMPLOYEE SSN: _____

DATE TEST RESULTS RECEIVED: _____

ACTION TAKEN ON EMPLOYEE IN RESPONSE TO A POSITIVE TEST RESULT:

_____

_____

_____

AUTHORIZED REPRESENTATIVE OF CONTRACTOR/SUBCONTRACTOR:_____

(typed or printed)

AUTHORIZED REPRESENTATIVE OF CONTRACTOR/SUBCONTRACTOR:_____

(signature)

Date: _____

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

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

SECTION 00 9500
GENERAL AND SPECIAL INSTRUCTIONS

PART 1 - GENERAL

1.01 GENERAL INSTRUCTIONS TO BIDDERS

A. The general rules and conditions which follow apply to all purchases and become a part of each contract or purchase order
   1. Before submitting its bid, the bidder must review all instructions and specifications.
   2. A bidder's misinterpretation or ignorance of such instructions or specifications will not excuse the bidder from complying with the instructions and specifications.
   3. The bidder must also review applicable state laws. If these instructions or the bid specifications are inconsistent with state law, state law shall control.

1.02 DEFINITIONS:

A. "District" refers to the Brandywine School District..

1.03 BID PROPOSALS

A. Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder.

B. Refer to Section 001000, INSTRUCTIONS TO BIDDERS, for additional information.

1.04 "RFP" - REQUESTS FOR PROPOSALS: N/A

1.05 PRE-BID MEETINGS: MANDATORY.

1.06 DELIVERY OF BID PROPOSALS

A. Sealed Bid Proposal must be received at the address listed in the Advertisement for Bid notice, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the location designated above prior to the time set for the Bid Opening. The District accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the designated location by the time set for the Bid Opening will not be considered.

1.07 BID OPENING

A. Bids will be publicly opened at the designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. The aggregate amount of each bid shall be disclosed. Additional information shall be disclosed at the discretion of the District.

1.08 POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

A. Title 29 § 10003 Delaware Code Freedom of Information Act
   1. All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.

2. It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)

B. Examination of Contract File
1. Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the District. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

C. Requests for Bid Tabulations
1. Copies of bid tabulation may be obtained from the District either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.

D. Copying Fees
1. The District reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the District prior to receiving the copies.

1.09 STATUS OF PROPOSALS

A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.

B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the District prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.

C. Waiver - The District reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District.

D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District rejects the exception.

1.10 AWARDING OF BIDS

A. The District reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District to be in its best interest.

B. The District reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District to make such an award and the criteria for such an award.

C. The District reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes

conditions, or where the individual bidder should receive a total award of less than $500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District.

D. In the event of tie bids, the District will decide which bidder is to be awarded the contract by any criteria of its choice.

E. The contract shall be awarded by the District and its Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

1.11 BID DEPOSIT WAIVED

1.12 FORMAL CONTRACT AND/OR PURCHASE ORDER

A. The successful bidder shall execute the formal contract, within twenty (20) days after the award of the contract. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District, properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.

B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.

1.13 PERFORMANCE AND PAYMENT BONDS REQUIRED

1.14 FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

A. If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District will terminate the contract and proceed to award a new contract in accordance with the provisions of 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.

B. Should a contractor/supplier fail to perform under the conditions of this contract, the District reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

1.15 CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES: SUBCONTRACTING LIMITATION N/A

1.16 WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY PREVAILING WAGE RATES: PENALTY N/A

1.17 PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

A. In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a

penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

1.18 NON-DISCRIMINATION

A. In performing this work the successful bidder agrees to the following:

B. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

1.19 EQUAL OPPORTUNITY EMPLOYER

A. The School District is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

1.20 INSURANCE - LIABILITY

A. The successful bidder shall maintain, at its expense, the following insurance:
   1. Public Liability and Automobile Liability Insurance
      a. The policy is to be provided for both the owner and the contractor.
      b. Minimum coverage for bodily injury shall be $500,000 for any one individual and $1,000,000 for any one accident.
      c. Minimum coverage for property damage shall be $500,000 for any one accident.
      d. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.
      e. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.
      f. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days' notice prior to cancellation.
   2. Builders Risk Policy
      a. The builders risk policy shall be an all risk coverage policy.
      b. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."
      c. On new construction or complete additions, the policy will be carried on a completed value basis.
      d. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.
      e. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.
      f. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days' notice prior to cancellation.

3. Worker's Compensation Including Employee's Liability
    a. Minimum limit on Employee's Liability to be $100,000 minimum limit for all employees working at one site.
    b. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days' notice prior to cancellation.

1.21 LCENSES, FEES, PERMITS, TAXES, AND STATE LAWS AS APPLICABLE

A. In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

1.22 WAGE SCALE - PREVAILING.

1.23 PATENTS, TRADEMARKS, AND COPYRIGHTS

A. The supplier shall hold free of any liability, the School District and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

1.24 COVENANT AGAINST CONTINGENT FEES

A. The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

1.25 TAXES - EXEMPT

A. Since the School District is exempt, prices quoted shall not include Federal taxes or State of Local taxes. Tax Exemption number is available from Owner..

1.26 TRADE DISCOUNTS

A. All prices offered must be lowest net price after trade discounts have been considered.

B. Bids offering a percentage off list prices will not be accepted unless;
    1. Specifically requested in that manner;
    2. A copy of the referenced price list accompanies the bid.

1.27 COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

A. The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

1.28 INTERPRETATION OF SPECIFICATIONS

A. Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Architect. Questions received less than three working days before the

opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

1.29 EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

A. Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal.
   1. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed.
   2. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District, the required results at no expense to the District.

B. Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error, after the contract is awarded.

1.30 BRAND NAMES AND APPROVED EQUAL

A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District.

B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified.

C. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District shall have the right to select any brand or model referenced.

D. Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.

E. The Board of Education of the District shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified.

F. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing exempts exchange, normal "rebuilt" items, where specified.

1.31 SAMPLES AND DESCRIPTIVE LITERATURE

A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District may also request bidders to submit samples for examination and appraisal.

B. Requested samples shall be submitted at no cost to the District and may be required by the District either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall

be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District at no charge.

1.32 RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

A. The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.

B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

C. Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he or anyone working under his direction is responsible.

1.33 SUPPLIER CLEAN-UP

A. All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District-owned trash receptacles are not to be used by the vendor without prior approval.

1.34 STORAGE OF MATERIALS

A. Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the District or its representative. The District will not be responsible for any damage to or theft of tools or materials used in this work.

1.35 UNPACKING AND ASSEMBLING

A. All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.

B. Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

1.36 SERVICE

A. Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

1.37 SCHEDULE FOR PERFORMANCE OF WORK

A. All work described in these specifications must be completed with reasonable promptness. The District shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District will forthwith proceed to collect for nonperformance of the work.

1.38 ORDERING

A. All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District. This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

1.39 DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.

B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements, which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to patent defects, fraud, or such gross mistakes as amount to fraud.

C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.

D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".

E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District therefore.

F. Neither the School District nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.

G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.
   1. Failure to provide adequate identifying markings may result in refusal of the delivery.

H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.

I. Collect shipments will not be accepted.

J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

1.40 INVOICES

A. Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:
   1. Purchase Order/Contract number.
   2. Delivery destination as it appears on the Purchase Order.
   3. Contract item number, quantity and description of item billed.
   4. Unit price and extended price of each item.
   5. Total amount of invoice.
   6. Any prompt payment discount offered.

1.41 INDEMNIFICATION

A. By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District, its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District, its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

1.42 ASSIGNMENT OF ANTITRUST CLAIMS

A. As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest 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 Board(s) pursuant to this contract.

1.43 HAZARDOUS MATERIALS

A. 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 is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation.

B. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

1.44 CONTRACT DOCUMENTS

A. These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District and any successful bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

1.45 THE CONTRACT

A. This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

1.46 TRANSFER OF BIDS

A. The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District named shall have access to purchase under the contract.

1.47 CONTRACT REQUIREMENTS:

A. This contract will be issued to cover the General requirements for multiple locations of the District, as noted in this project manual and drawings.

1.48 CONTRACT PERIOD:

A. Each vendor's contract shall be valid for a period from authorization to proceed through completion.

1.49 PRICES

A. Prices will remain firm for the term of the contract.

1.50 MANDATORY INSURANCE REQUIREMENTS

A. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

As required in Section 009000.

1.51 BASIS OF AWARD:

A. The Owner shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. .

B. The Owner reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the District.

1.52 HOLD HARMLESS:

A. The successful bidder agrees that it shall indemnify and hold the District and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

1.53 NON-PERFORMANCE:

A. In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

1.54 PAYMENT:

A. The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

1.55 ALTERNATE BIDS AND SUBSTITUTIONS:

A. All alternate bids/substitutions must be accompanied with the following information for each item in order to be considered for award.
   1. Completed bid forms
   2. Written list, stating deviations from specified product.
   3. Product literature and manufacturers specifications.
   4. Applicable color and finish charts or samples.
   5. Warranty Information.

B. All vendors should also be prepared to provide a sample of the exact item bid for evaluation purposes within 48 hours of a request to provide this information. Failure of a vendor to meet any of these terms will result in an automatic rejection of the vendor's bid for items that do not comply with these requirements.

C. The District and the Architect reserve sole discretion on the final selections based on any and all criteria and any or all General Conditions, Special Instructions or Supplementary Conditions.

1.56 QUANTITIES:

A. Quantities listed in this Specification are the anticipated needs for this contract. Except where budget constraints would prohibit ordering those quantities, the quantities stated are, to the best of the District’s knowledge, the minimum amounts. The right to increase or decrease quantities is reserved and the unit price quoted on the bid form shall remain as quoted for the contract period.

1.57 PUNCH LIST:

A. Vendor(s) shall complete punch list items in a timely manner. Final payment will not be issued until punch list items are complete to Owner’s satisfaction

END OF SECTION

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Brandywine High School Renovations - Phase 2 - General Construction Package.

B. Owner's Name: Brandywine School District.

C. Architect's Name: ABHA Architects, Inc..

D. The Project consists of alteration of Brandywine High School.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price: Section 00 5123.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Scope of demolition and removal work is as indicated on drawings and specified..

B. Scope of alterations work is indicated on drawings and specified.

1.04 WORK BY OWNER

A. Owner shall award separate contracts for the following work:
   1. Abatement:
      a. Removal of windows
      b. Removal of limestone sills.

1.05 OWNER OCCUPANCY

A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

A. Contractor shall have complete and exclusive use of the premises for execution of the Work, except as otherwise specified.

B. Construction Operations: Limited to areas noted on Drawings.

C. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Others.
   3. Work by Owner.
   4. Use of site and premises by the public.

D. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

E. Existing building spaces may not be used for storage.

F. Obtain and pay for the use of additional storage or work areas needed for operations.

G. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.

H. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

I. Time Restrictions:
   1. Limit conduct of especially noisy, malodorous, and dusty exterior work to the hours of 7:00 AM and 8:00 PM .

J. Utility Outages and Shutdown:
   1. Limit disruption of utility services to hours the building is unoccupied.
   2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
   3. Prevent accidental disruption of utility services to other facilities.

1.07 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner.

1.08 TIME OF COMPLETION

A. The Main Building shall be Substantially Complete by Monday, August 24, 2020
   1. Provide double shifts and/or overtime if required to meet Substantial Completion date.

1.09 LIQUIDATED DAMAGES

A. There are no Liquidated Damages applying to this Work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Documentation of changes in Contract Sum and Contract Time.

C. Change procedures.

D. Correlation of Contractor submittals based on changes.

E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.

B. Document 00 7300 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

C. Section 01 2100 - Allowances: Payment procedures relating to allowances.

D. Section 01 2200 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.

1.03 SCHEDULE OF VALUES

A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.

B. Forms filled out by hand will not be accepted.

C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

D. Include in each line item, the amount of Allowances specified in Section 01210. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

C. Forms filled out by hand will not be accepted.

D. Execute certification by signature of authorized officer.

E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

F. List each executed Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

G. Submit one electronic and three hard-copies of each Application for Payment.

H. Include the following with the application:
   1. Transmittal letter as specified for submittals in Section 01 3000.
   2. Insurance certificates for off-site stored products.

1.05 MODIFICATION PROCEDURES

A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.

B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.

C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

D. For changes for which advance pricing is desired, Architect will issue a Contract Modification Request (CMR) that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change, with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation, including changes in Contract Time, if necessary, .
   1. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
   2. Format for Contract Modification Requests shall be as issued by the Architect at the Pre-Construction meeting.

E. Contractor may propose a change by submitting a change order request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.

F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

G. Substantiation of Costs: Provide full information required for evaluation.
   1. Provide following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
      e. Credit for deletions from Contract, similarly documented.
   2. Support each claim for additional costs, including time and material work, with additional information:
      a. Origin and date of claim.
      b. Dates and times work was performed, and by whom.
      c. Time records and wage rates paid.
      d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
   3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

H. When the information in the Contract Modification Request and Change Order Request is complete, it will be submitted to the Architect for review and forwarded to the Owner. If the

change is agreed to by the Owner, the Architect will prepare a Change Order and forward it to the Contractor for signature.

I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

J. After execution of Change Order by all parties, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

K. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

L. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 7000.
   2. All Closeout submittals as specified in Section 01 7800.
   3. Submit Affidavit of Payment of Indebtedness: See General Conditions.
   4. Submit Consent of Surety to Final Payment: See General Conditions.
   5. Submit Releases of Liens: See General Conditions. Release forms shall conform to State law governing mechanics Liens and shall be transmitted with AIA Document G706A. Note that Document G706A is not a release of liens and must be accompanied by actual releases.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2300
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

B. Procedures for pricing Alternates.

C. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

1.03 BASE BID

A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Alternates specified herein.

B. The Base Bid shall include all work in any Subtractive Alternates specified herein.

1.04 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.05 SCHEDULE OF ALTERNATES

A. The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other Sections and as shown on Drawings.

B. Alternate No. 1A - PROVIDE TERRAZZO IN-LIEU OF RESILIENT FLOORING AT CAFETERIA E101 - SINGLE COLOR:
   1. State in the Bid Form the amount to be added to the Base Bid amount for providing terrazzo in-lieu of resilient flooring at cafeteria E-101..
   2. Description: Single Color Pattern Terrazzo.
   3. Details. Refer to drawings for more information.
   4. Refer to drawing I-111.5A for terrazzo floor pattern and color..
   5. See Section 09 6623 Resinous Matrix Terrazzo Flooring for more information.

C. Alternate No. 1B - PROVIDE TERRAZZO IN-LIEU OF RESILIENT FLOORING AT CAFETERIA E101 - THREE COLORS:
   1. State in the Bid Form the amount to be added to the Base Bid amount for providing terrazzo in-lieu of resilient flooring at cafeteria E-101.
   2. Description: Three Color Pattern Terrazzo.
   3. Details. Refer to drawings for more information.
   4. Refer to drawing I-111.5A for terrazzo floor pattern and color.
   5. See Section 09 6623 Resinous Matrix Terrazzo Flooring for more information.

D. Alternate No. 2 - REPLACE WINDOWS:
   1. State in the Bid Form the amount to be added to the Base Bid amount for providing Aluminum Windows and Cast Stone Sills.
   2. Description: Provide Aluminum Windows and Cast Stone Sills at existing openings.
   3. Details and Locations. Refer to drawings for more information.

4. See Section 04 7200 Cast Stone Masonry and 08 5113 Aluminum Windows for more information.

E. Alternate No. 3 - RENOVATION OF EXISTING TOILET ROOMS:
   1. State in the Bid Form the amount to be added to the Base Bid amount for renovating existing toilet rooms on the first and second floors.
   2. Refer to drawings and specifications for more information.

F. Alternate No. 4 - LIBRARY STUDY CUBICLES:
   1. State in the Bid Form the amount to be added to the Base Bid amount for construction of new study cubicles within the existing library.
   2. Refer to drawings and specifications for more information.

G. Alternate No. 5 - NEW TOILET ROOMS AT LOBBY B101:
   1. State in the Bid Form the amount to be added to the Base Bid amount for construction of new toilet rooms adjacent to Loby B101
   2. Refer to drawings and specifications for more information.

H. Alternate No. 6 - NEW TOILET ROOMS AT CORRIDOR CR103:
   1. State in the Bid Form the amount to be added to the Base Bid amount for construction of new toilet rooms adjacent to existing first floor toilet rooms (alternate 3)
   2. Refer to drawings and specifications for more information.

I. Alternate No. 7 - OPERABLE GLASS PARTITIONS AT CAFETERIA IN LIEU OF FIXED GLASS PARTITIONS:
   1. State in the Bid Form the amount to be added to the Base Bid amount for providing operable glass partition at cafeteria in lieu of fixed glass partition.
   2. Refer to drawings and specifications for more information.

J. Alternate No. 8 -REPLACE CEILING TILE CAFETERIA E101:
   1. State in the Bid Form the amount to be added to the Base Bid amount for providing new ceiling tile in existing ceiling grid.
   2. Refer to drawings and specifications for more information.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preconstruction meeting.

B. Progress meetings.

C. Special meetings

D. Submittals for review, information, and project closeout.

E. Number of copies of submittals.

F. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.

B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

C. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. Owner.
   2. Architect.
   3. Contractor.
   4. Contractor to have in attendance representatives of his subcontractors and the person who will be the Contractor's superintendent on the project.
   5. The Architect will have in attendance representatives of his consultants.

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   3. Distribution of Contract Documents.
   4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
   5. Designation of personnel representing the parties to Contract, _____ and Architect.
   6. Designation of personnel representing the parties to Contract, _____, and Architect.
   7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   8. Scheduling.
   9. Schedule for construction progress meetings.

D. Architect will record minutes and distribute copies to participants.

3.02 PROGRESS MEETINGS

A. Meetings throughout progress of the Work will be held at maximum monthly intervals.

B. Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's superintendent.
   5. Major subcontractors.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Corrective measures to regain projected schedules.
   8. Planned progress during succeeding work period.
   9. Maintenance of quality and work standards.
   10. Effect of proposed changes on progress schedule and coordination.
   11. Other business relating to work.

E. Architect will record minutes and distribute copies to participants.

3.03 SPECIAL MEETINGS

A. Refer to other Sections of the Project Manual for requirements for other meetings, such as pre-roofing meeting and pre-caulking meeting.

B. It is the responsibility of the Contractor to organize and call these meetings as specified.

3.04 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.

4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. MSDS sheets.
8. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

A. Submittals for Review and Information:
1. Submittals will be reviewed and distributed electronically.
2. Architect will provide access to FTP site for distribution of submittals.
3. File format for electronic submittals shall be Adobe .PDF, unless otherwise agreed upon. Coordinate electronic submittal distribution protocol at pre-construction meeting.

B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed.

___

C. Samples: Submit two (2) each; one of which will be retained by Architect.
1. After review, retain one at the job site for reference.
2. Retained samples will not be returned to Contractor unless specifically stated.

3.08 SUBMITTAL PROCEDURES

A. General Requirements:

B. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

C. Transmit each submittal with a copy of approved submittal form.

D. Transmit each submittal with approved form or transmittal.

E. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

F. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

G. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
   1. Submittals not reviewed and approved by Contractor will be returned without review.

H. Schedule submittals to expedite the Project, and coordinate submission of related items.

I. Identify product(s) to be used. Clearly mark submittal to specifically identify products or models pertinent to project.

J. Modify drawings and diagrams to delete information which is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work.

K. Indicate field dimensions, clearly identified as such.

L. Show relationship to adjacent or critical features of the Work. Show dimensions and clearances required.

M. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

N. Provide space for Contractor and Architect review stamps.

O. When revised for resubmission, identify all changes made since previous submission.

P. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

Q. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule, with network analysis diagrams and reports.

1.02 RELATED SECTIONS

A. Section 01 1000 - Summary: Work sequence.

1.03 SUBMITTALS

A. Within 10 days after date of Agreement, submit preliminary schedule.

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.

D. Within 10 days after joint review, submit complete schedule.

E. Submit updated schedule with each Application for Payment.

1.04 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

B. Diagram Sheet Size: Maximum 22 x 17 inches.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by specification section number.

C. Identify work of separate phases and other logically grouped activities.

D. Provide sub-schedules for each stage of Work identified in Section 01 1000 - Summary.

E. Provide sub-schedules to define critical portions of the entire schedule.

F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.

H. Indicate delivery dates for owner-furnished products.

I. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

A. Include a separate bar for each major portion of Work or operation.

B. Identify the first work day of each week.

3.04 NETWORK ANALYSIS

A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.

B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.

C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
   1. Preceding and following event numbers.
   2. Activity description.
   3. Estimated duration of activity, in maximum 15 day intervals.
   4. Earliest start date.
   5. Earliest finish date.
   6. Actual start date.
   7. Actual finish date.
   8. Latest start date.
   9. Latest finish date.
   10. Total and free float; float time shall accrue to Owner and to Owner's benefit.
   11. Responsibility.

D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and recomputation of all dates and float.

E. Required Reports: List activities in sorts or groups:
   1. By preceding work item or event number from lowest to highest.
   2. Listing of activities on the critical path.

3.05 REVIEW AND EVALUATION OF SCHEDULE

A. Participate in joint review and evaluation of schedule with Architect at each submittal.

B. Evaluate project status to determine work behind schedule and work ahead of schedule.

C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.06 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

C. Annotate diagrams to graphically depict current status of Work.

D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit reports required to support recommended changes.

3.07 DISTRIBUTION OF SCHEDULE

A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. References and standards.

C. Control of installation.

D. Testing and inspection agencies and services.

E. Control of installation.

F. Defect Assessment.

1.02 RELATED REQUIREMENTS

A. Document 00 3100 - Available Project Information: Soil investigation data.

B. Section 01 3000 - Administrative Requirements: Submittal procedures.

C. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).

B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.

C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.

D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.

E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.

F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Testing Agency Qualifications:
   1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
   1. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
   1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
   2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
   1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.05 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

C. Contractor shall employ and pay for the services of independent testing laboratories to test and certify certain materials which the contractor proposes to use on the project, where such tests and certification are prerequisites to approval of materials by the Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

A. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
   5. Perform additional tests and inspections required by Architect.
   6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
   4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
   5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
   6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.03 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary telecommunications services.

B. Temporary sanitary facilities.

C. Temporary Controls: Barriers, enclosures, and fencing.

D. Construction Aids

E. Security requirements.

F. Vehicular access and parking.

G. Traffic Regulation

H. Tree and Plan Protection

I. Waste removal facilities and services.

J. Field offices.

1.02 RELATED REQUIREMENTS

A. Section 01 5100 - Temporary Utilities.

1.03 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.04 TEMPORARY UTILITIES - SEE SECTION 01 5100

1.05 TELECOMMUNICATIONS SERVICES

A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

B. Telecommunications services shall include:
   1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
   2. Telephone Land Lines: One line, minimum; one handset per line.
   3. Internet Connections: Minimum of one; DSL modem or faster.
   4. Facsimile Service: Minimum of one dedicated fax machine/printer.

1.06 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Use of existing facilities located at _____ is permitted.

C. New permanent facilities located at _____ may be used during construction operations.

D. Maintain daily in clean and sanitary condition.

1.07 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.08 FENCING

A. Construction: Commercial grade chain link fence.

B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

C. Location:
   1. Enclose and secure all constrction areas.
   2. Locate vehicular entrance gates in suitable relation to construction facilities; and to avoid interference with traffic on public thoroughfares.
   3. Locate pedestrian entrance gates as required to provide controlled personnel entry, in suitable relation to construction parking facilities.

1.09 EXTERIOR ENCLOSURES

A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.10 INTERIOR ENCLOSURES

A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
   1. Maximum flame spread rating of 75 in accordance with ASTM E84.

1.11 CONSTRUCTION AIDS

A. Provide construction aids and equipment required to facilitate execution of the Work. Examples are scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.

B. Mutual use may be arranged by the Contractor where applicable.

C. Stairs in existing building shall not be used by construction personnel.

D. Elevators in the existing building and new elevators shall not be used by construction personnel.

1.12 SECURITY

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

B. Security of persons and property in areas under control of the Contractor shall be the Contractor's exclusive responsibility.

C. The Contractor, at his own expense, shall initiate whatever programs necessary to execute his responsibility.

D. Control of access to the areas under control of the Contractor shall be maintained. Visitors shall be required to report immediately to the Field Office and to produce full identification to be recorded in the Contractor's Daily Log, along with the purpose of the visit.

E. Coordinate with Owner's security program.

1.13 VEHICULAR ACCESS AND PARKING

A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

B. Coordinate access and haul routes with governing authorities and Owner.

C. Provide and maintain access to fire hydrants, free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets.

E. Maintain traffic areas free as possible of excavated materials, construction equipment, products, snow, ice and debris.

F. Designated existing on-site roads may be used for construction traffic.
   1. Provide additional temporary roads as needed for required construction access.
   2. Maintain existing road construction, and restore to original, or specified, condition at completion of Work.

G. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.14 TRAFFIC REGULATION

A. Obtain all temporary permits for access to and use of public roads and streets for construction and hauling purposes. Comply with traffic control regulations applying to permit issuance.

B. Provide all markers, signs, lights and barriers on and near the site to safely control construction traffic and public access.

1.15 TREE AND PLANT PROTECTION

A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.

B. Consult with Architect, and remove agreed-on roots and branches which interfere with construction. Employ qualified tree surgeon to perform removal and treat cuts.

C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants.

D. Protect plants from deleterious liquid and solid droppings from construction operations.

E. Protect root zones of trees and plants:
   1. Do not allow vehicular traffic or parking.
   2. Do not store materials or products.
   3. Prevent dumping of refuse or chemically injurious materials or liquids.
   4. Prevent puddling or continuous running water.

F. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.

G. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

1.16 WASTE REMOVAL

A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.

B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

C. Provide containers with lids. Remove trash from site periodically.

D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.17 FIELD OFFICES

A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.

B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

C. Locate offices and storage sheds as as directed in the field.

D. Office may be moved inside new structure or located inside existing structures if approved by Architect and Owner.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.
   1. Remove stone from temporary access roads, unless it is to be incorporated into new work.
   2. Grade damaged areas of site to required elevations, spread topsoil, and re-seed.

D. Restore existing facilities used during construction to original condition.

E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 5100
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

A. Section 01 5000 - Temporary Facilities and Controls:
   1. Temporary telecommunications services for administrative purposes.

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

1.04 TEMPORARY ELECTRICITY

A. Cost: By Contractor.

B. Provide power service required from utility source.

C. Power Service Characteristics: ____ volt, ____ ampere, three phase, four wire.

D. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.

E. Provide main service disconnect and over-current protection at convenient location and meter.

F. Permanent convenience receptacles may be utilized during construction.

G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.05 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

C. Maintain lighting and provide routine repairs.

D. Permanent building lighting may be utilized during construction.

1.06 TEMPORARY HEATING

A. Cost of Energy: By Contractor.

B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.

C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

D. Existing facilities shall not be used.

E. Permanent equipment shall not be used for temporary heating purposes.

1.07 TEMPORARY COOLING

A. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.

B. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

C. Permanent equipment shall not be used for temporary cooling purposes.

1.08 TEMPORARY VENTILATION

A. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.

1.09 TEMPORARY WATER SERVICE

A. Cost of Water Used: By Contractor.

B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations.

F. Procedures for Owner-supplied products.

G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.

B. Section 01 1000 - Summary: Lists of products to be removed from existing building.

C. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

D. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

E. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 REFERENCE STANDARDS

A. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2000.

B. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

1.04 SUBMITTALS

A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
   1. Submit within 21 days after date of Agreement.
   2. For products specified only by reference standards, list applicable reference standards.

B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Where other criteria are met, Contractor shall give preference to products that:
   1. If used on interior, have lower emissions, as defined in Section 01 6116.
   2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

C. Urea-Formaldehyde Prohibition:
   1. Overall Project Requirement: Provide composite wood and agrifiber products having no added urea-formaldehyde resins.
      a. Require each installer to certify compliance and submit product data showing product content.
   2. Specific Product Categories: Comply with limitations specified elsewhere.

D. Adhesives and Joint Sealants:
   1. Definition: This provision applies to gunnable, trowelable, and liquid-applied adhesives, sealants, and sealant primers used anywhere on the interior of the building inside the weather barrier, including duct sealers.
   2. Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
      a. Require each installer to certify compliance and submit product data showing product content.
   3. Specific Product Categories: Comply with limitations specified elsewhere.

E. Aerosol Adhesives:
   1. Provide only products having lower volatile organic compound (VOC) content than required by GreenSeal GS-36.
      a. Require each installer to certify compliance and submit product data showing product content.
   2. Specific Product Categories: Comply with limitations specified elsewhere.

F. Manufactured and Fabricated Products shall conform to the following requirements:
   1. Design, fabricate and assemble in accord with the best engineering and shop practices.
   2. Manufacture 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.

G. Do not use material or equipment for any purpose other than that for which it is designated or is specified.

2.03 MANUFACTURER'S INSTRUCTIONS

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including the Architect.
   1. Maintain one set of complete instructions at the job site during installation and until completion.

B. 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, consult with Architect for further instructions.
   2. Do not proceed with work without clear instructions.

C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

2.04 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

D. For Products specified by listing a product or manufacturer as the Basis of Design or standard of construction, select the primary product, or, if approved equivalent manufacturers are listed, an approved equivalent manufacturer.
   1. Selection of an approved equivalent manufacturer shall constitute that the Contractor has verified that the equivalent product meets all performance, quality and dimensional requirements and tolerances of the primary product.
   2. Where changes are required in other elements of the Work, the Contractor shall be responsible for coordinating such changes and shall waive claims for additional costs that may arise from the substitution of the approved equivalent manufacturer's product.

2.05 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver Owner; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 2500 - Substitution Procedures.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

C. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.

3.02 OWNER-SUPPLIED PRODUCTS

A. Owner's Responsibilities:
   1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
   2. Arrange and pay for product delivery to site.
   3. On delivery, inspect products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
   5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:
   1. Review Owner reviewed shop drawings, product data, and samples.
   2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
   3. Handle, store, install and finish products.
   4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

J. Prevent contact with material that may cause corrosion, discoloration, or staining.

K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

M. 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

END OF SECTION

SECTION 01 6116

VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for Indoor-Emissions-Restricted products.

B. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements: Submittal procedures.

B. Section 01 4000 - Quality Requirements: Procedures for testing and certifications.

C. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.

D. Section 07 9200 - Joint Sealants: Emissions-compliant sealants.

1.03 DEFINITIONS

A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
   1. Interior paints and coatings applied on site.
   2. Interior adhesives and sealants applied on site, including flooring adhesives.
   3. Flooring.
   4. Composite wood.
   5. Products making up wall and ceiling assemblies.
   6. Thermal and acoustical insulation.
   7. Other products when specifically stated in the specifications.

B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
   1. Exterior and interior paints and coatings.
   2. Exterior and interior adhesives and sealants, including flooring adhesives.
   3. Wet-applied roofing and waterproofing.
   4. Other products when specifically stated in the specifications.

C. Interior of Building: Anywhere inside the exterior weather barrier.

D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.

E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
   1. Concrete.
   2. Clay brick.
   3. Metals that are plated, anodized, or powder-coated.
   4. Glass.
   5. Ceramics.
   6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).

C. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.

D. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products; California Air Resources Board; current edition.

E. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.

F. CHPS (HPPD) - High Performance Products Database; Current Edition at www.chps.net/.

G. CRI (GLP) - Green Label Plus Testing Program - Certified Products; www.carpet-rug.org; current edition.

H. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition.

I. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

J. SCS (CPD) - SCS Certified Products; current listings at www.scscertified.com.

K. UL (GGG) - GREENGUARD Gold Certified Products; current listings at http://http://productguide.ulenvironment.com/QuickSearch.aspx.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
   1. Wet-Applied Products: State amount applied in mass per surface area.
   2. Paints and Coatings: Test tinted products, not just tinting bases.
   3. Evidence of Compliance: Acceptable types of evidence are the following;
      a. Current UL (GGG) certification.
      b. Current SCS (CPD) Floorscore certification.
      c. Current SCS (CPD) Indoor Advantage Gold certification.
      d. Current listing in CHPS (HPPD) as a low-emitting product.
      e. Current CRI (GLP) certification.
      f. Test report showing compliance and stating exposure scenario used.
   4. Product data submittal showing VOC content is NOT acceptable evidence.
   5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.

B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
   1. Evidence of Compliance: Acceptable types of evidence are:

a. Report of laboratory testing performed in accordance with requirements.

C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
1. Evidence of Compliance: Acceptable types of evidence are:
a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scscertified.com.
b. Report of laboratory testing performed in accordance with requirements.
c. Published product data showing compliance with requirements.

D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
2. Inherently Non-Emitting Materials.

C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
2. Joint Sealants: SCAQMD 1168 Rule.
3. Paints and Coatings: Each color; most stringent of the following:
a. 40 CFR 59, Subpart D.
b. SCAQMD 1113 Rule.
c. CARB (SCM).
4. Wet-Applied Roofing and Waterproofing: Comply with requirements for paints and coatings.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition, _____.

C. Pre-installation meetings.

D. Cutting and patching.

E. Surveying for laying out the work.

F. Cleaning and protection.

G. Starting of systems and equipment.

H. Demonstration and instruction of Owner personnel.

I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.

D. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.

E. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.

F. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

G. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

H. Section 01 7900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

I. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

J. Section 07 8400 - Firestopping.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.

1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.

C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:

1. Structural integrity of any element of Project.
2. Integrity of weather exposed or moisture resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.
5. Work of Owner or separate Contractor.

D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

A. For survey work, employ a land surveyor registered in the State of Delaware and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
1. Minimize amount of bare soil exposed at one time.
2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

G. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

A. See Section 01 1000 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect seven days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

3.04 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

F. Utilize recognized engineering survey practices.

G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations.

H. Periodically verify layouts by same means.

I. Maintain a complete and accurate log of control and survey work as it progresses.

J. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction .

3.05 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
   2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

D. Remove existing work as indicated and as required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
   2. Remove items indicated on drawings.
   3. Relocate items indicated on drawings.
   4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. See Section 01 1000 for other limitations on outages and required notifications.
      c. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, wiring, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

F. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

I. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

J. Clean existing systems and equipment.

K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

L. Do not begin new construction in alterations areas before demolition is complete.

M. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and Owner seven days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

A. See Section 01 7900 - Demonstration and Training.

3.12 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Replace filters of operating equipment.

G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
   1. Aluminum and plastic beverage containers.
   2. Corrugated cardboard.
   3. Wood pallets.
   4. Asphalt paving: May be recycled into paving for project.
   5. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
   6. Acoustical ceiling tile and panels.

E. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.

F. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.

G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.

B. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.

C. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

D. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.

E. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 PRODUCTS: NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.

C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.

D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

B. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

C. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

D. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

E. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

F. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project Record Documents.

B. Operation and Maintenance Data.

C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.

D. Individual Product Sections: Specific requirements for operation and maintenance data.

E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Addenda.

3. Change Orders and other modifications to the Contract.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Record Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
3. Field changes of dimension and detail.
4. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
1. Product data, with catalog number, size, composition, and color and texture designations.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
1. Description of unit or system, and component parts.
2. Identify function, normal operating characteristics, and limiting conditions.
3. Include performance curves, with engineering data and tests.
4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.

E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

G. Provide servicing and lubrication schedule, and list of lubricants required.

H. Include manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by controls manufacturer.

J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

K. Provide control diagrams by controls manufacturer as installed.

L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

N. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

D. Prepare data in the form of an instructional manual.

E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 3 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

L. Arrange content by products and systems under section numbers and sequence of Table of Contents of this Project Manual.
   1. Operating instructions.
   2. Maintenance instructions for equipment and systems.
   3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

M. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 01 7900
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

A. Demonstration of products and systems where indicated in specific specification sections.

B. Training of Owner personnel in operation and maintenance is required for:
   1. All software-operated systems.
   2. HVAC systems and equipment.
   3. Plumbing equipment.
   4. Electrical systems and equipment.
   5. Conveying systems.
   6. Items specified in individual product Sections.

C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
   1. Items specified in individual product Sections.

1.02 RELATED REQUIREMENTS

A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals.

B. Other Specification Sections: Additional requirements for demonstration and training.

1.03 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
   1. Submit to Architect for transmittal to Owner.
   2. Submit not less than two weeks prior to start of training.
   3. Revise and resubmit until acceptable.
   4. Provide an overall schedule showing all training sessions.
   5. Include at least the following for each training session:
      a. Identification, date, time, and duration.
      b. Description of products and/or systems to be covered.
      c. Name of firm and person conducting training; include qualifications.
      d. Intended audience, such as job description.
      e. Objectives of training and suggested methods of ensuring adequate training.
      f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
      g. Media to be used, such a slides, hand-outs, etc.
      h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
   1. Include applicable portion of O&M manuals.
   2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
   3. Provide one extra copy of each training manual to be included with operation and maintenance data.

D. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.

1. Format: DVD Disc.
2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
   1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
   2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.

B. Demonstration may be combined with Owner personnel training if applicable.

C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.
   2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

A. Conduct training on-site unless otherwise indicated.

B. Owner will provide classroom and seating at no cost to Contractor.

C. Provide training in minimum two hour segments.

D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.

E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
   1. The location of the O&M manuals and procedures for use and preservation; backup copies.
   2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
   3. Typical uses of the O&M manuals.

F. Product- and System-Specific Training:
   1. Review the applicable O&M manuals.
   2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.

3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
4. Provide hands-on training on all operational modes possible and preventive maintenance.
5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
6. Discuss common troubleshooting problems and solutions.
7. Discuss any peculiarities of equipment installation or operation.
8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
9. Review recommended tools and spare parts inventory suggestions of manufacturers.
10. Review spare parts and tools required to be furnished by Contractor.
11. Review spare parts suppliers and sources and procurement procedures.

G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION

SECTION 02 4100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.

B. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.

C. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.

D. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.

E. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Site Plan: Showing:
   1. Areas for temporary construction and field offices.

C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 SCOPE

A. Remove other items indicated, for salvage, relocation, recycling, and turnover to owner.

B. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 2200.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

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

5. Do not close or obstruct roadways or sidewalks without permit.
6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

B. Do not begin removal until receipt of notification to proceed from Owner.

C. Protect existing structures and other elements that are not to be removed.
1. Provide bracing and shoring.
2. Prevent movement or settlement of adjacent structures.
3. Stop work immediately if adjacent structures appear to be in danger.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
1. Verify that construction and utility arrangements are as indicated.
2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

C. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.

D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
3. Verify that abandoned services serve only abandoned facilities before removal.
4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 04 2000
UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concrete block.

B. Clay facing brick.

C. Mortar and grout.

D. Reinforcement and anchorage.

1.02 REFERENCE STANDARDS

A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.

B. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2016.

C. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2009a (Reapproved 2014).

D. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2017.

E. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale); 2017a.

1.03 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.

C. Samples: Submit four samples of decorative block units to illustrate color, texture, and extremes of color range.

D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.05 MOCK-UP

A. Locate where directed.

B. Mock-up may remain as part of the Work.

1.06 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 BRICK UNITS

A. Facing Brick: ASTM C216, Type FBS Smooth, Grade SW.
   1. Color and texture: MATCH EXISTING.

2. Nominal size: MATCH EXISTING.

2.02 REINFORCEMENT AND ANCHORAGE

A. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.

B. Single Wythe Joint Reinforcement: Truss or ladder type; ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M, Class 3; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.

C. Multiple Wythe Joint Reinforcement: Truss type; fabricated with moisture drip; ASTM A1064/A1064M steel wire, hot dip galvanized after fabrication to ASTM A153/153M, Class B; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.

2.03 FLASHINGS

A. Stainless Steel/Polymer Fabric Drainage Plane Flashing: ASTM A240/A240M; 2 mil type 304 stainless steel sheet bonded between one sheet of polymer fabric and one sheet of non-woven drainage material.
   1. Manufacturers:
      a. York Manufacturing, Inc; Flash-Vent SS: www.yorkmfg.com/#sle.
      b. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive masonry.

B. Verify that related items provided under other sections are properly sized and located.

C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 COLD AND HOT WEATHER REQUIREMENTS

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

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

3.03 COURSING

A. Establish lines, levels, and coursing indicated. Protect from displacement.

B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

C. Brick Units:

3.04 PLACING AND BONDING

A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.

B. Lay hollow masonry units with face shell bedding on head and bed joints.

C. Remove excess mortar and mortar smears as work progresses.

D. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.

E. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

3.05 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY, AND CAVITY WALL MASONRY

A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.

3.06 REINFORCEMENT AND ANCHORAGES - MULTIPLE WYTHE UNIT MASONRY

A. Install horizontal joint reinforcement 16 inches on center.

B. Lap joint reinforcement ends minimum 6 inches.

C. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.

3.07 MASONRY FLASHINGS

A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.

B. Extend metal flashings to within 1/2 inch of exterior face of masonry and adhere to top of stainless steel angled drip with hemmed edge.

3.08 BUILT-IN WORK

A. As work progresses, install built-in electrical boxes,conduits, and other items to be built into the work and furnished under other sections.

B. Install built-in items plumb, level, and true to line.

3.09 TOLERANCES

A. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

B. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.

C. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

D. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch.

3.10 CLEANING

A. Remove excess mortar and mortar droppings.

B. Clean soiled surfaces with cleaning solution.

END OF SECTION

SECTION 04 7200
CAST STONE MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Units required are indicated on drawings as "cast stone".

B. Units required are:
   1. Window sills - Alternate 2.

1.02 RELATED REQUIREMENTS

A. Section 04 2000 - Unit Masonry: Installation of cast stone in conjunction with masonry.

B. Section 07 9200 - Joint Sealants: Sealing joints indicated to be left open for sealant.

1.03 REFERENCE STANDARDS

A. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2016.

B. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement; 2016.

C. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement; 2014.

D. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2017.

E. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2013.

F. ASTM C150/C150M - Standard Specification for Portland Cement; 2015.

G. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2014a.

H. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2017.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Test results of cast stone components made previously by the manufacturer.

C. Shop Drawings: Include elevations, dimensions, layouts, profiles, cross sections, reinforcement, exposed faces, arrangement of joints, anchoring methods, anchors, and piece numbers.

D. Verification Samples: Pieces of actual cast stone components not less than 6 inches square, illustrating range of color and texture to be anticipated in components furnished for the project.

E. Manufacturer's Qualification Data: Documentation showing compliance with specified requirements.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications:
   1. A firm with a minimum of 5 years experience producing cast stone of types required for project.
   2. Current producer member of the Cast Stone Institute or the Architectural Precast Association.
   3. Adequate plant capacity to furnish quality, sizes, and quantity of cast stone required without delaying progress of the work.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver cast stone components secured to shipping pallets and protected from damage and discoloration. Protect corners from damage.

B. Number each piece individually to match shop drawings and schedule.

C. Store cast stone components and installation materials in accordance with manufacturer's instructions.

D. Store cast stone components on pallets with nonstaining, waterproof covers. Ventilate under covers to prevent condensation. Prevent contact with dirt.

E. Protect cast stone components during handling and installation to prevent chipping, cracking, or other damage.

F. Store mortar materials where contamination can be avoided.

G. Schedule and coordinate production and delivery of cast stone components with unit masonry work to optimize on-site inventory and to avoid delaying the work.

PART 2 PRODUCTS

2.01 MATERIALS

A. Portland Cement: ASTM C150/C150M.
   1. For Mortar: Type I or II, except Type III may be used in cold weather.

B. Coarse Aggregate: ASTM C33/C33M, except for gradation; granite, quartz, or limestone.

C. Fine Aggregate: ASTM C33/C33M, except for gradation; natural or manufactured sands.

D. Admixtures: ASTM C494/C494M.

E. Water: Potable.

F. Reinforcing Bars: ASTM A615/A615M deformed bars, galvanized.
   1. Galvanized in accordance with ASTM A767/A767M, Class I.

G. Steel Welded Wire Reinforcement: ASTM A1064/A1064M, galvanized or ASTM A884/A884M, epoxy coated.

H. Embedded Anchors, Dowels, and Inserts: Type 304 stainless steel, of type and size as required for conditions.

I. Mortar: Portland cement-lime, as specified in Section 04 0511; do not use masonry cement.

J. Cleaner: General-purpose cleaner designed for removing mortar and grout stains, efflorescence, and other construction stains from new masonry surfaces without discoloring or damaging masonry surfaces; approved for intended use by cast stone manufacturer and by cleaner manufacturer for use on cast stone and adjacent masonry materials.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine construction to receive cast stone components. Notify Architect if construction is not acceptable.

B. Do not begin installation until unacceptable conditions have been corrected.

3.02 INSTALLATION

A. Install cast stone components in conjunction with masonry, complying with requirements of Section 04 2000.

B. Mechanically anchor each cast stone unit.

C. Setting:
   1. Drench cast stone components with clear, running water immediately before installation.
   2. Set units in a full bed of mortar unless otherwise indicated.
   3. Fill vertical joints with mortar.
   4. Fill dowel holes and anchor slots completely with mortar or non-shrink grout.

3.03 CLEANING

A. Clean completed exposed cast stone after mortar is thoroughly set and cured.
   1. Wet surfaces with water before applying cleaner.
   2. Apply cleaner to cast stone in accordance with manufacturer's instructions.
   3. Remove cleaner promptly by rinsing thoroughly with clear water.
   4. Do not use acidic cleaners.

3.04 PROTECTION

A. Protect completed work from damage.

B. Clean, repair, or restore damaged or mortar-splashed work to condition of new work.

END OF SECTION

SECTION 05 5000
METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Shop fabricated brushed aluminum table support.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2014 (2015 Errata).

B. ASTM B210/B210M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes; 2019.

C. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire; 2019.

D. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.

E. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.

F. ASTM B210 - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes; 2012.

G. ASTM B210M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes (Metric); 2012.

H. ASTM B211 - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire; 2012.

I. ASTM B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold-Finished Bar, Rod, and Wire (Metric); 2012.

J. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.

K. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.

L. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.

M. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.

N. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2014, with Errata.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

PART 2 PRODUCTS

2.01 MATERIALS - ALUMINUM

A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.

B. Sheet Aluminum: ASTM B209 (ASTM B209M), 5052 alloy, H32 or H22 temper.

C. Aluminum-Alloy Drawn Seamless Tubes: ASTM B210 (ASTM B210M), 6063 alloy, T6 temper.

D. Aluminum-Alloy Bars: ASTM B211 (ASTM B211M), 6061 alloy, T6 temper.

E. Bolts, Nuts, and Washers: Stainless steel.

F. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

2.02 FABRICATION

A. Fit and shop assemble items in largest practical sections, for delivery to site.

B. Fabricate items with joints tightly fitted and secured.

C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

A. Custom Table Supports at caffeteria.

2.04 FINISHES - ALUMINUM

A. Interior Aluminum Surfaces: Class I natural anodized.

B. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Perform field welding in accordance with AWS D1.1/D1.1M.

D. Obtain approval prior to site cutting or making adjustments not scheduled.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Rough opening framing for doors, windows, and roof openings.

B. Fire retardant treated wood materials.

C. Miscellaneous framing and sheathing.

D. Concealed wood blocking, nailers, and supports.

E. Miscellaneous wood nailers, furring, and grounds.

1.02 REFERENCE STANDARDS

A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

C. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.

D. PS 20 - American Softwood Lumber Standard; 2015.

1.03 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
   2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
   3. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

A. Sizes: Nominal sizes as indicated on drawings, S4S.

B. Moisture Content: S-dry or MC19.

C. Stud Framing (2 by 2 through 2 by 6):
   1. Grade: No. 2.

D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No. 2 or Standard Grade.
   2. Boards: Standard or No. 3.

2.03 ACCESSORIES

A. Fasteners and Anchors:
   1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

2.04 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
   1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.

B. Fire Retardant Treatment:
   1. Interior Type A: AWPA U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
      a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
      b. Treat rough carpentry items as indicated .
      c. Do not use treated wood in applications exposed to weather or where the wood may become wet.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.02 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.

C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.

D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

3.03 TOLERANCES

A. Framing Members: 1/4 inch from true position, maximum.

B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

END OF SECTION

SECTION 06 2000
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Finish carpentry items.

B. Hardware and attachment accessories.

C. Wood Paneling.

1.02 RELATED REQUIREMENTS

A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.

B. Section 08 1416 - Flush Wood Doors.

1.03 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

B. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.

C. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

D. PS 1 - Structural Plywood; 2009.

1.04 ADMINISTRATIVE REQUIREMENTS

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements for submittal procedures.

B. Product Data:
   1. Provide data on fire retardant treatment materials and application instructions.
   2. Provide instructions for attachment hardware and finish hardware.
   3. Provide solid surface product data.
   4. Provide Impact Resistant Wall Covering product data.
   5. Provide aluminum grille product data.

C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
   1. Provide detail drawing of bench seating as shown on drawings.

D. Samples:
   1. Submit solid surface sample box for color selection.
   2. Submit impact resistant wall covering for color selection

1.06 QUALITY ASSURANCE

A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

A. Interior Woodwork Items:
   1. Hardware and attachment accessories..
   2. Plastic laminate column covers.
   3. Plastic laminate casework.

B. Plastic Laminate Colum Covers:

1. Laminate: Refer to Drawings
2. Backing Material: 3/4 inch plywood.
3. Base and Capital: Brushed stainless Steel
4. Reveals: Annodized brushed aluminum.
   a. 1/2 inch reveal
   b. 1 inch reveal

2.02 SHEET MATERIALS

A. Softwood Plywood, Not Exposed to View: Any face species, plywood core; PS 1 Grade A-B, glue type as recommended for application.

2.03 PLASTIC LAMINATE MATERIALS

A. Plastic Laminate: NEMA LD 3; color as selected by Architect; textured, low gloss finish.

B. Laminate Adhesive: Type recommended by laminate manufacturer to suit application; not containing formaldehyde or other volatile organic compounds.

2.04 SOLID SURFACE

A. Manufacturer: Corian by DuPont - wwwcorian.com

B. See Section 12 3600 Countertops

C. Provide solid surface:
   1. Lavatory counters.
   2. Casework counters
   3. Custom table stops

2.05 FASTENINGS

A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.

B. Concealed Joint Fasteners: Threaded steel.

2.06 ACCESSORIES

A. Adhesive: Type recommended by fabricator to suit application.

B. Lumber for Shimming and Blocking: Softwood lumber of _____ species.

2.07 WOOD TREATMENT

A. Factory-Treated Lumber: Comply with requirements of AWPA U1 - Use Category System for pressure impregnated wood treatments determined by use categories, expected service conditions, and specific applications.

B. Fire Retardant Treatment (FR-S Type): Chemically treated and pressure impregnated; capable of providing flame spread index of 25, maximum, and smoke developed index of 450, maximum, when tested in accordance with ASTM E84.

C. Provide identification on fire retardant treated material.

D. Redry wood after pressure treatment to maximum ____ percent moisture content.

2.08 FABRICATION

A. Shop assemble work for delivery to site, permitting passage through building openings.

B. Cap exposed plastic laminate finish edges with aluminum trim.

C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.

2.09 SHOP FINISHING

A. Sand work smooth and set exposed nails and screws.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify adequacy of backing and support framing.

B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

A. Set and secure materials and components in place, plumb and level.

B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 TOLERANCES

A. Maximum Variation from True Position: 1/16 inch.

B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 07 2616

UNDER-SLAB VAPOR BARRIER/RETARDER

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 1000, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.

B. Vapor Barrier, seam tape, mastic, pipe boots, detail strip for installation under concrete slabs.

1.02 RELATED SECTIONS

A. Section 03300 Cast-in-place Structural Concrete

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM)
   1. ASTM E 1745-97(2004) Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs
   2. ASTM E 154-99(2005) Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs
   3. ASTM E 96-05 Standard Test Methods for Water Vapor Transmission of Materials
   4. ASTM E 1643-98(2005) Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs

1.04 SUBMITTALS

A. Quality Control / Assurance
   1. Independent laboratory test results showing compliance with ASTM & ACI Standards.
   2. Manufacturer's samples, literature
   3. Manufacturer's installation instructions for placement, seaming and pipe boot installation

PART 2 - PRODUCTS

2.01 MATERIALS

A. Vapor Barrier
   1. Vapor Barrier must have the following qualities
      a. Perm rating less than or equal to 0.01 perms (grains/(ft2 *hr * in. Hg)) after conditioning as tested by:
         1) ASTM E 96

B. Vapor Barrier Products
   1. Vaporguard 3-ply laminate, aluminum core with two layers of multi-axially oriented, high density polyethylene by Reef Industries, Inc.

C. ACCESSORIES
   1. Seam Tape
      a. Tape must have the following qualities:
         1) Water Vapor Transmission Rate ASTM E 96: 0.3 perms or lower
   2. Vapor Proofing Mastic
      a. Mastic must have the following qualities:
         1) Water Vapor Transmission Rate ASTM E 96: 0.3 perms or lower
   3. Pipe Boots
      a. Provide manufacturer's supplied pipe boot system or construct pipe boots from vapor barrier material, pressure sensitive tape and/or mastic per manufacturer's instructions.

PART 3 - EXECUTION

3.01 PREPARATION

A. Ensure that subsoil is approved by architect or geotechnical firm
   1. Level and tamp or roll aggregate, sand or tamped earth base.

3.02 INSTALLATION

A. Install Vapor Barrier/Retarder:
   1. Installation shall be in accordance with manufacturer's instructions and ASTM E 1643.
      a. Unroll Vapor Barrier/Retarder with the longest dimension parallel with the direction of the pour.
      b. Lap Vapor Barrier/Retarder over footings and seal to foundation walls.
      c. Overlap joints 6 inches and seal with manufacturer's tape.
      d. Seal all penetrations (including pipes) per manufacturer's instructions.
      e. No penetration of the Vapor Barrier/Retarder is allowed except for reinforcing steel and permanent utilities.
      f. Repair damaged areas by cutting patches of Vapor Barrier/Retarder, overlapping damaged area 6 inches and taping all four sides with tape.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nonsag gunnable joint sealants.

B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

A. Section 08 7100 - Door Hardware: Setting exterior door thresholds in sealant.

B. Section 09 2116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.

1.03 REFERENCE STANDARDS

A. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants; 2015a.

B. ASTM C834 - Standard Specification for Latex Sealants; 2017.

C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012 (Reapproved 2017).

D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.

E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2016.

F. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.

G. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.

1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
2. List of backing materials approved for use with the specific product.
3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
4. Substrates the product should not be used on.

C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

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. Sustainable Design Documentation: For sealants and primers, submit VOC content and emissions documentation as specified in Section 01 6116.

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. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
   1. Adhesion Testing: In accordance with ASTM C794.
   2. Compatibility Testing: In accordance with ASTM C1087.
   3. Allow sufficient time for testing to avoid delaying the work.
   4. Deliver to manufacturer sufficient samples for testing.
   5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
   6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.

1.06 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

B. Correct defective work within a five year period after Date of Substantial Completion.

C. Warranty: Include coverage for installed sealants and accessories 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 on drawings.
   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. 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.
      c. Joints between hollow metal door frames and resilient flooring.
      d. Joints between dissimilar exposed materials, unless otherwise indicated.
      e. Other joints indicated on drawings.
   3. Do not seal the following types of joints.
      a. Intentional weepholes in masonry.
      b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.

B. Exterior Joints: Use nonsag non-staining silicone sealant, Type 1, unless otherwise indicated.

1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.

C. Interior Joints: Use nonsag Acrylic emulsion latex sealant, Type 2, unless otherwise indicated.
1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant; Type 2.
2. Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; ; Type 6.
3. In Sound-Rated Assemblies: Acrylic emulsion latex sealant; Type 5.

D. Definitions:
1. Interior Wet Areas: 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. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".

2.02 JOINT SEALANTS - GENERAL

A. Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as indicated in Section 01 6116.

B. Sealant Types Summary:
1. Type 1: Non-Staining Silicone.
2. Type 2: Acrylic Emulsion Latex
3. Type 3: Non-Curing Butyl Sealant
4. Type 4: Semi-Rigid Self-Leveling Polyurea Joint Filler
5. Type 5: Acrylic Emulsion Latex
6. Type 6: Mildew-Resistant Silicone 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 and 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 full range.
5. Cure Type: _____.
6. Manufacturers:
a. Dow Chemical Company; DOWSIL 795 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
b. Pecora Corporation; 890FTS Field Tintable Ultra Low Modulus Architectural Silicone Sealant - Class 100: www.pecora.com.
c. Pecora Corporation; 890FTS-TXTR Field Tintable Textured Ultra Low Modulus Architectural Silicone Sealant - Class 50: www.pecora.com.
d. Momentive Performance Materials, Inc (formerly GE Silicones); SilPruf NB SCS9000: www.siliconeforbuilding.com.
e. Substitutions: See Section 01 6000 - Product Requirements.

B. 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 or Clear.
2. Manufacturers:

a. Pecora Corporation; Pecora 898 NST (Non-Staining Technology): www.pecora.com/#sle.
b. Sika Corporation; Sikasil GP: www.usa-sika.com/#sle.
c. Substitutions: See Section 01 6000 - 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.
1. Color: Standard colors matching finished surfaces, Type OP (opaque).
2. Grade: ASTM C834; Grade Minus 18 Degrees C (0 Degrees F).
3. Manufacturers:
a. Hilti, Inc; CP 506 Smoke and Acoustical Sealant: www.us.hilti.com/#sle.
b. Pecora Corporation; AC-20 +Silicone: www.pecora.com/#sle.
c. Sherwin-Williams Company; White Lightning 3006 Siliconized Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
d. Tremco Global Sealants; Tremfles 834 Siliconized Acrylic Latex Selant: www.tremcosealants.com..
e. Substitutions: See Section 01 6000 - Product Requirements.

2.04 ACCESSORIES

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

D. 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.

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.

E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

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. Acoustical sealant installation: See Section 09 2116.

D. Perform acoustical sealant application work in accordance with ASTM C919.

E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
   1. Width/depth ratio of 2:1.
      a. Minimum joint depth: 1/4 inch; Maximum joint depth: 1/2 inch, unless otherwise required by manufacturer.
   2. Neck dimension no greater than 1/3 of the joint width.
   3. Surface bond area on each side not less than 75 percent of joint width.

F. Install backer rod using blunt or rounded tool to a uniform (+/- 1/8 inch) depth without puncturing the material.

G. Install bond breaker backing tape where backer rod cannot be used.

H. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

I. 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.

J. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.

B. Destructive Adhesion Testing: If there are any failures in first 1000 linear feet, notify Architect immediately.

C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

D. Repair destructive test location damage immediately after evaluation and recording of results.

END OF SECTION

SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Non-fire-rated hollow metal doors and frames.

B. Hollow metal frames for wood doors.

C. Thermally insulated hollow metal doors with frames.

1.02 RELATED REQUIREMENTS

A. Section 08 7100 - Door Hardware.

B. Section 08 8000 - Glazing: Glass for doors and borrowed lites.

1.03 ABBREVIATIONS AND ACRONYMS

A. ANSI: American National Standards Institute.

B. ASCE: American Society of Civil Engineers.

C. HMMA: Hollow Metal Manufacturers Association.

D. NAAMM: National Association of Architectural Metal Manufacturers.

E. NFPA: National Fire Protection Association.

F. SDI: Steel Door Institute.

G. UL: Underwriters Laboratories.

1.04 REFERENCE STANDARDS

A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.

B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2011.

C. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.

D. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.

E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

F. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2015.

G. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2017.

H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

I. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2016.

J. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2009.

K. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.

L. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.

M. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; 2007.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

C. Manufacturer's Qualification Statement.

D. Installer's Qualification Statement.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide hollow metal doors and frames from SDI Certified manufacturer: www.steeldoor.org/sdicertified.php/#sle.

B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

C. Maintain at project site copies of reference standards relating to installation of products specified.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Hollow Metal Doors and Frames:

1. Ceco Door, an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
2. Curries, an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
3. Steelcraft, an Allegion brand; ____: www.allegion.com/#sle.
4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

A. Requirements for Hollow Metal Doors and Frames:

1. Steel Sheet: Comply with one or more of the following requirements; galvannealed steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
2. Accessibility: Comply with ICC A117.1 and ADA Standards.
3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
4. Door Edge Profile: Manufacturers standard for application indicated.
5. Typical Door Face Sheets: Flush.
6. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturers standard.
7. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

8. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvannealed) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
    a. Based on SDI Standards: Provide at least A40/ZF120 (galvannealed) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvannealed) for corrosive locations.

B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

A. Door Finish: Factory primed and field finished.

B. Type ___, Exterior Doors: Thermally insulated.
1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    a. Level 1 - Standard-duty.
    b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
    c. Model 1 - Full Flush.
    d. Door Face Metal Thickness: 20 gage, 0.032 inch, minimum.
    e. Zinc Coating: A60/ZF180 galvannealed coating; ASTM A653/A653M.
2. Door Core Material: Polystyrene, 1 lbs/cu ft minimum density.
    a. Foam Plastic Insulation: Manufacturer's standard board insulation with maximum flame spread index (FSI) of 75, and maximum smoke developed index (SDI) of 450 in accordance with ASTM E84, and completely enclosed within interior of door.
3. Door Thermal Resistance: R-Value of 6.0 minimum, for installed thickness of polystyrene.
4. Door Thickness: 1-3/4 inch, nominal.

C. Type ___, Interior Doors, Non-Fire-Rated:
1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    a. Level 1 - Standard-duty.
    b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
    c. Model 1 - Full Flush.
    d. Door Face Metal Thickness: 20 gage, 0.032 inch, minimum.
2. Door Core Material: Manufacturers standard core material/construction and in compliance with requirements.
3. Door Thickness: 1-3/4 inch, nominal.

2.04 HOLLOW METAL FRAMES

A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.

B. Frame Finish: Factory primed and field finished.

C. Frame Profile: Equal rabbet - kerfed unless noted otherwise

D. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.

E. Frames for Wood Doors: Comply with frame requirements in accordance with corresponding door.

2.05 FINISHES

A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

B. Bituminous Coating: Asphalt emulsion or other high-build, water-resistant, resilient coating.

2.06 ACCESSORIES

A. Glazing: As specified in Section 08 8000, factory installed.

B. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.

C. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

D. Gasket for kerfed frames.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 PREPARATION

A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

3.03 INSTALLATION

A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.

B. Coordinate frame anchor placement with wall construction.

C. Install door hardware as specified in Section 08 7100.

3.04 TOLERANCES

A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.05 ADJUSTING

A. Adjust for smooth and balanced door movement.

3.06 SCHEDULE

A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION

SECTION 08 1416
FLUSH WOOD DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Flush wood doors; flush and flush glazed configuration; fire-rated and non-rated.

1.02 RELATED REQUIREMENTS

A. Section 08 1114 - Prefinished Steel Door Frames

B. Section 08 7100 - Door Hardware.

C. Section 08 8000 - Glazing.

1.03 REFERENCE STANDARDS

A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.

B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.0; 2016.

C. WDMA I.S. 1A - Interior Architectural Wood Flush Doors; 2013.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.

C. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.

D. Samples: Submit two samples of door veneer, 4 by 4 inch in size illustrating wood grain, stain color, and sheen.

E. Manufacturer's Installation Instructions: Indicate special installation instructions.

F. Specimen warranty.

G. Warranty, executed in Owner's name.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Package, deliver and store doors in accordance with specified quality standard.

B. Accept doors on site in manufacturer's packaging. Inspect for damage.

C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

1.07 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

B. Interior Doors: Provide manufacturer's warranty for the life of the installation.

C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Wood Veneer Faced Doors:
   1. Eggers Industries; ____: www.eggersindustries.com/#sle.
   2. Graham Wood Doors; _____: www.grahamdoors.com/#sle.
   3. Marshfield DoorSystems, Inc; ____: www.marshfielddoors.com/#sle.
   4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DOORS AND PANELS

A. Doors: Refer to drawings for locations and additional requirements.
   1. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
   2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.

B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
   1. Provide solid core doors at each location.
   2. Wood veneer facing with factory transparent finish to be selected for factory standard finishes.

2.03 DOOR AND PANEL CORES

A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.

2.04 DOOR FACINGS

A. Veneer Facing for Transparent Finish: Red oak, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.
   1. Vertical Edges: Same species as face veneer.

2.05 DOOR CONSTRUCTION

A. Fabricate doors in accordance with door quality standard specified.

B. Cores Constructed with stiles and rails:
   1. Provide solid blocks at lock edge for hardware reinforcement.
   2. Provide solid blocking for other throughbolted hardware.

C. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.

D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.

E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.

F. Provide edge clearances in accordance with the quality standard specified.

2.06 FACTORY FINISHING - WOOD VENEER DOORS

A. Finish work in accordance with WDMA I.S. 1A for grade specified and as follows:
   1. Transparent:
      a. System - TR-6, Catalyzed Polyurethane.
      b. Stain: As selected by Architect.

c. Sheen: Satin.

B. Factory finish doors in accordance with approved sample.

C. Seal door top edge with color sealer to match door facing.

2.07 ACCESSORIES

A. Prefinished Steel Door Frames: As specified in Section 08 1114.

B. Glazing: As specified in Section 08 8000.

C. Glazing Stops: Wood, of same species as door facing, mitered corners; prepared for countersink style tamper proof screws.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

A. Install doors in accordance with manufacturer's instructions and specified quality standard.

B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.

C. Use machine tools to cut or drill for hardware.

D. Coordinate installation of doors with installation of frames and hardware.

E. Coordinate installation of glazing.

3.03 TOLERANCES

A. Comply with specified quality standard for fit and clearance tolerances.

B. Comply with specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING

A. Adjust doors for smooth and balanced door movement.

B. Adjust closers for full closure.

3.05 SCHEDULE

A. See Drawings.

END OF SECTION

SECTION 08 5113
ALUMINUM WINDOWS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Projected and Fixed Windows.

B. Casement window for roof access.

C. Operating hardware.

D. Insect screens.

1.02 RELATED REQUIREMENTS

A. Section 06 1000 - Rough Carpentry: Rough opening framing.

B. Section 06 1000 - Rough Carpentry: Wood perimeter shims.

C. Section 07 9200 - Joint Sealants: Sealing joints between window frames and adjacent construction.

D. Section 08 8000 - Glazing.

1.03 SPECIAL NOTES

A. Removal of existing windows and doors shall be done by the Abatement Contractor under separate contract with the School District. The Window Contractor and the Abatement Contractor shall be responsible for coordinating their respective work and schedules with each other.

B. Removal of existing blinds and shades and interior patching (floors, walls and ceilings) shall be done under separate contract with the School District.

C. Refer to drawings for Window Schedule

1.04 REFERENCE STANDARDS

A. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for windows, doors, and skylights; 2017.

B. AAMA CW-10 - Care and Handling of Architectural Aluminum From Shop to Site; 2015.

C. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum (Combined Document); 2015.

D. AAMA 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections; 2009.

E. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.

F. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.

G. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.

H. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.

I. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.

J. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.

K. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).

L. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2016).

M. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide component dimensions, information on glass and glazing, internal drainage details, and descriptions of hardware and accessories.

C. Shop Drawings: Indicate opening dimensions, elevations of different types, framed opening tolerances, method for achieving air and vapor barrier seal to adjacent construction, anchorage locations, window location chart, details, and installation requirements.

D. Grade Substantiation: Prior to submitting shop drawings or starting fabrication, submit one of the following showing compliance with specified grade:
   1. Evidence of AAMA Certification.
   2. Evidence of WDMA Certification.
   3. Evidence of CSA Certification.
   4. Test report(s) by independent testing agency itemizing compliance and acceptable to authorities having jurisdiction.

E. Test Reports: Prior to submitting shop drawings or starting fabrication, submit test report(s) by independent testing agency showing compliance with performance requirements in excess of those prescribed by specified grade.

F. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum 10 years of documented experience.

B. Installer Qualifications: Company specializing in performing work of type specified and with at least 5 years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of AAMA CW-10.

B. Protect finished surfaces with wrapping paper or strippable coating during installation. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.

1.08 FIELD CONDITIONS

A. Do not install sealants when ambient temperature is less than 40 degrees F.

B. Maintain this minimum temperature during and 24 hours after installation of sealants.

1.09 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

B. Provide five year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.

C. Provide (20) Twenty year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: TRACO.
   1. Fixed : Series 2800
   2. Projecting in : Series 2400
   3. Casement swing out : 2100

B. Other Manufacturers: Provide either the product identified as "Basis of Design" or an equivalent product of one of the manufacturers listed below:
   1. EFCO, a Pella Company; Series 550I: www.efcocorp.com/sle.
   2. Winco Series 1150.
   3. Graham Series 6500.
   4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 WINDOWS

A. Aluminum Windows: Traco - Flush Projected Heavy Commercial Thermal Aluminum Windows. Extruded aluminum frame and sash, factory fabricated, factory finished, with operating hardware, related flashings, and anchorage and attachment devices.
   1. Frame Depth: 2-1/4 inches.
   2. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors; fasteners and attachments concealed from view; reinforced as required for operating hardware and imposed loads.
   3. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
   4. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
   5. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.

B. Performance Requirements: Provide products that comply with the following:
   1. Grade: AAMA/WDMA/CSA 101/I.S.2/A440 requirements for specific window type:
      a. Performance Class (PC): AW.
   2. Water Leakage: No uncontrolled leakage on interior face when tested in accordance with ASTM E331 at differential pressure of 12.11 psf.
   3. Air Leakage: Maximum of 0.1 cu ft/min sq ft per unit area of outside frame dimension, with 6.27 psf differential pressure when tested in accordance with ASTM E283.
   4. Condensation Resistance Factor of Frame: 50, measured in accordance with AAMA 1503.

C. Fixed, Non-Operable Type:
   1. Construction: Thermally broken.
   2. Glazing: Double; gray tinted/clear; low-e.

3. Exterior Finish: Superior performing organic coatings.
4. Interior Finish: Superior performing organic coatings.

D. Outswinging Casement Type (for roof access):
1. Construction: Thermally broken.
2. Glazing: Double; gray tinted/clear; low-e.
3. Exterior Finish: Superior performing organic coatings.
4. Interior Finish: Superior performing organic coatings.
5. Hardware: std cam handles; 12" limit stop on operating vents
6. Prevention of unauthorized use – removable handle or lock
7. Accessories: Receptors; Subsill; 3 pc mullions and interior trim as req'd

E. Inswinging Hopper Type:
1. Construction: Thermally broken.
2. Provide insect screens for operating vents with aluminum dark mesh
3. Glazing: Double; gray tinted/clear; low-e.
4. Exterior Finish: Superior performing organic coatings.
5. Interior Finish: Superior performing organic coatings.
6. Hardware: std cam handles; 12" limit stop on operating vents
7. Accessories: Receptors; Subsill; 3 pc mullions and interior trim as req'd

2.03 COMPONENTS

A. Frames: 2 inch wide by 2-1/4 inch deep profile, of.125 inch thick section; thermally broken with interior portion of frame insulated from exterior portion; flush glass stops of snap-on type.

B. Glazing: As specified in Section 08 8000.

C. Insect Screens: Extruded aluminum frame with mitered and reinforced corners; screen mesh taut and secure to frame; secured to window with adjustable hardware allowing screen removal without use of tools.
1. Hardware: Spring loaded steel pins; four per screen unit.
2. Screen Mesh: Vinyl-coated fiberglass, window manufacturer's standard mesh.
3. Frame Finish: Same as frame and sash.

D. Operable Sash Weatherstripping: Resilient plastic; permanently resilient, profiled to achieve effective weather seal.

E. Fasteners: Stainless steel.

F. Glazing Materials: As specified in Section 08 8000.

G. Sealant and Backing Materials: As specified in Section 07 9200

2.04 MATERIALS

A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.

B. Sheet Aluminum: ASTM B209 (ASTM B209M), 5005 alloy, H12 or H14 temper.

C. Concealed Steel Items: Profiled to suit mullion sections; galvanized in accordance with ASTM A123/A123M.

2.05 HARDWARE

A. Sash lock: Lever handle with cam lock.

B. Limit Stops: Resilient rubber.

2.06 FINISHES

A. Superior Performing Organic Coatings: AAMA 2605 multiple coat, thermally cured polyvinylidene fluoride system.
   1. Polyvinylidene fluoride (PVDF) multi-coat thermoplastic fluoropolymer coating system, including minimum 70 percent PVDF color topcoat and minimum total dry film thickness of 1.2 mil; color and gloss as scheduled.
      a. Manufacturers:
         1) PPG Metal Coatings; Duranar: www.ppgideascapes.com/#sle.
         2) Substitutions: See Section 01 6000 - Product Requirements.

B. Finish Color: Benjamin Moore : Bermuda Turquoise 728.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that wall openings and adjoining air and vapor seal materials are ready to receive aluminum windows.

3.02 INSTALLATION

A. Install windows in accordance with manufacturer's instructions.

B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.

C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.

D. Install sill and sill flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.

E. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.

F. Coordinate attachment and seal of perimeter air barrier and vapor retarder materials.

G. Install operating hardware not pre-installed by manufacturer.

H. Install glass and infill panels in accordance with requirements specified in Section 08 8000.

I. Install perimeter sealant in accordance with requirements specified in Section 07 9200

3.03 TOLERANCES

A. Maximum Variation from Level or Plumb: 1/16 inches every 3 ft non-cumulative or 1/8 inches per 10 ft, whichever is less.

3.04 ADJUSTING

A. Adjust hardware for smooth operation and secure weathertight closure.

3.05 CLEANING

A. Remove protective material from factory finished aluminum surfaces.

B. Wash surfaces by method recommended and acceptable to window manufacturer; rinse and wipe surfaces clean.

C. Upon completion of installation, thoroughly clean aluminum surfaces in accordance with AAMA 609 & 610.

D. Remove excess glazing sealant by moderate use of mineral spirits or other solvent acceptable to sealant and window manufacturer.

END OF SECTION

087100
Door Hardware

PART 1 - GENERAL

1.1 CONDITIONS

A. Conditions of the contract (General and Supplementary Conditions) and Division One General Requirements, govern the work of this section.

B. This section includes all material, and related service necessary to furnish all finish hardware indicated on the drawings, or specified herein.

C. Furnish UL listed hardware for all labeled and 20 min. openings in conformance with the requirements for the class of opening scheduled. Underwriters' requirements shall have precedence over specification where conflicts exist.

D. All work shall be in accordance with all applicable state and local building codes. Code requirements shall have precedence over this specification where conflicts exist.

1.2 WORK INCLUDED

A. This section includes the following:

1. Furnish door hardware (for hollow metal, and wood doors) specified herein, listed in the hardware schedule, and/or required by the drawings.
2. Cylinders for Aluminum Doors
3. Thresholds and Weather-stripping (Aluminum frame seals to be provided by aluminum door supplier)
4. Electro-Mechanical Devices
5. Access Control components and or systems specified within this section.

B. Where items of hardware are not definitely or correctly specified and is required for the intended service, such omission, error or other discrepancy should be directed to the Architect prior to the bid date for clarification by addendum. Otherwise furnish such items in the type and quantity established by this specification for the appropriate service intended.

1.3 RELATED WORK IN OTHER SECTIONS

A. This section includes coordination with related work in the following sections:

1. Division 6 Section "Finish Carpentry".
2. Division 8 Section "Hollow Metal Doors and Frames".
3. Division 8 Section "Wood Doors"
4. Division 8 Section "Aluminum Entrances and Storefronts"
5. Division 16 Sections "Electrical".

1.4 REFERENCES

A. Publications of agencies and organizations listed below form a part of this specification section to the extent referenced.

1. DHI - Recommended Locations for Builders' Hardware.
2. NFPA 80 - Standards for Fire Doors and Windows.
3. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures.
4. UL - Building Material Directory.
5. DHI - Door and Hardware Institute
6. WHI - Warnock Hersey
7. BHMA - Builders Hardware Manufacturers Association
8. International Building Code 2006 Edition (as amended by local building code)

1.5 SUBMITTALS

A. Within ten days after award of contract, submit detailed hardware schedule in quantities as required by Division 1 - General Conditions.

B. Schedule format shall be consistent with recommendations for a vertical format as set forth in the Door & Hardware Institute's (DHI) publication "Sequence and Format for the Hardware Schedule". Hardware sets shall be consolidated to group multiple door openings which share similar hardware requirements. Schedule shall include the following information:

1. Door number, location, size, handing, and rating.
2. Door and frame material, handing.
3. Degree of swing.
4. Manufacturer
5. Product name and catalog number
6. Function, type and style
7. Size and finish of each item
8. Mounting heights
9. Explanation of abbreviations, symbols, etc.
10. Numerical door index, indicating the hardware set/ group number for each door.

C. When universal type door closers are to be provided, the schedule shall indicate the application method to be used for installation at each door: (regular arm, parallel arm, or top jamb).

D. The schedule will be prepared under the direct supervision of a certified Architectural Hardware Consultant (AHC) employed by the hardware distributor. The hardware schedule shall be signed and embossed with the DHI certification seal of the supervising AHC. The supervising AHC shall attend any meetings related to the project when requested by the architect.

E. Check the specified hardware for suitability and adaptability to the details and surrounding conditions.

F. Review drawings from related trades as required to verify compatibility with specified hardware. Indicate unsuitable or in compatible items, and proposed substitutions in the hardware schedule.

G. Provide documentation for all hardware to be furnished on labeled fire doors indicating compliance with positive pressure fire testing UL 10C.

H. Furnish manufacturers' catalog data for each item of hardware in quantities as required by Division 1 - General Conditions.

I. Submit a sample of each type of hardware requested by the architect. Samples shall be of the same finish, style, and function as specified herein. Tag each sample with its permanent location so that it may be used in the final work.

J. Furnish with first submittal, a list of required lead times for all hardware items.

K. After final approved schedule is returned, transmit corrected copies for distribution and field use in quantities as required by Division 1 - General Conditions.

L. Furnish approved hardware schedules, template lists, and pertinent templates as requested by related trades.

M. Furnish necessary diagrams, schematics, voltage and amperage requirements for all electro-mechanical devices or systems as required by related trades. Wiring diagrams shall be opening specific and include both a riser diagram and point to point diagram showing all wiring terminations.

N. After receipt of approved hardware schedule, Hardware supplier shall initiate a meeting including the owner's representative to determine keying requirements. Upon completion of the initial key meeting, hardware supplier shall prepare a proposed key schedule with symbols and abbreviations as set forth in the door and hardware institute's publication "Keying Procedures, Systems, and Nomenclature". Submit copies of owner approved key schedule for review and field use in quantities as required by Division 1 - General Conditions. Wiring diagrams shall be included in final submittals transmitted for distribution and field use.

1.6 QUALITY ASSURANCE

A. Manufacturers and model numbers listed are to establish a standard of function and quality. Similar items by approved manufacturers that are equal in design, function, and quality, may be considered for prior approval of the architect, provided the required data and physical samples are submitted for approval as set forth in Division One General Requirements.

B. Obtain each type of hardware (hinges, latch & locksets, exit devices, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.

C. Hardware supplier shall be factory trained and certified by the manufacture to provide and support all computer managed locks and system components.

D. Installation of hardware shall be installed or directly supervised and inspected by a skilled installer certified by the manufacturer of locksets, door closers, and exit devices used on the project, or with not less than 3 years experience in successful completion of projects similar in size and scope.

E. Provide hardware for all labeled fire doors, which complies with positive pressure fire testing UL 10C.

F. Comply with all applicable provisions of the standards referenced within section 1.4 of this specification.

G. Hardware supplier shall participate when reasonably requested to meet with the contractor and or architect to inspect any claim for incorrect or non-functioning materials; following such inspection, the hardware supplier shall provide a written statement documenting the cause and proposed remedy of any unresolved items.

1.7 DELIVERY, STORAGE AND HANDLING

A. Hardware supplier shall deliver hardware to the job site unless otherwise specified.

B. All hardware shall be delivered in manufacturers' original cartons and shall be clearly marked with set and door number.

C. Coordinate with contractor prior to hardware delivery and recommend secure storage and protection against loss and damage at job site.

D. Contractor shall receive all hardware and provide secure and proper protection of all hardware items to avoid delays caused by lost or damaged hardware. Contractor shall report shortages to the Architect and hardware supplier immediately after receipt of material at the job site.

E. Coordinate with related trades under the direction of the contractor for delivery of hardware items necessary for factory installation.

1.8 PRE-INSTALLATION MEETING

A. Schedule a hardware pre-installation meeting on site to review and discuss the installation of continuous hinges, locksets, door closers, exit devices, overhead stops, and electromechanical door hardware.

B. Meeting attendees shall be notified 7 days in advance and shall include: Architect, Contractor, Door Hardware Installers (including low voltage hardware), Manufacturers representatives for above hardware items, and any other effected subcontractors or suppliers.

C. All attendees shall be prepared to distribute installation manuals, hardware schedules, templates, and physical hardware samples.

1.9 WARRANTY

A. All hardware items shall be warranted against defects in material and workmanship as set forth in Division One General Requirements.

B. Repair, replace, or otherwise correct deficient materials and workmanship without additional cost to owner.

PART 2 - PRODUCTS

2.1 FASTENERS

A. All exposed fasteners shall be Phillips head or as otherwise specified, and shall match the finish of the adjacent hardware. All fasteners ex-posed to the weather shall be non-ferrous or stainless steel. Furnish correct fasteners to accommodate surrounding conditions.

B. Where torx tamper resistant fasteners have been specified for a specific hardware group, provide torx head fasteners with center pin on ALL exposed fasteners.

C. Coordinate required reinforcements for doors and frames. Seek approval of the architect prior to furnishing through-bolts. Furnish through-bolts as required for materials not readily reinforced.

2.2 BUTT HINGES

A. Acceptable manufacturers and respective catalog numbers:

	Stanley	Hager	McKinney
Heavy Weight, Ball Bearing	FBB168	BB1168	T4B3786
Heavy Weight, Ball Bearing, Non-Ferrous	FBB199	BB1199	T4B3386

B. Unless otherwise specified, furnish the following hinge quantities for each door leaf.

1. 3 hinges for doors up to 90 inches.
2. 1 additional hinge for every 30 inch on doors over 90 inches.
3. 4 hinges for Dutch door applications.

C. Unless otherwise specified, top and bottom hinges shall be located as specified in division 8 Section "Hollow Metal Doors and Frames". Intermediate hinges shall be located equidistant from others.

D. Unless otherwise specified, furnish hinge weight and type as follows:

1. Standard weight: ball bearing hinge FBB179 for interior opening over 36 through 40 inches wide without a door closer, and for interior openings through 40 inches wide with a door closer.

2. Heavyweight: 4 ball bearing hinge FBB168 for interior openings over 40 inches wide, and for all vestibule doors.
3. Heavyweight: 4 ball bearing hinge Fbb199 ss for exterior openings unless otherwise listed in groups.

E. Unless otherwise specified, furnish hinges for exterior doors, fabricated from brass, bronze, or stainless steel. Unless otherwise specified, hinges for interior doors may be fabricated from steel.

F. Unless otherwise specified, furnish hinges in the following sizes:

4-1/2" x 4-1/2" 1-3/4" thick doors
3-1/2" x 3-1/2" 1-3/8" thick doors

G. Furnish hinges with sufficient width to accommodate trim and allow for 180-degree swing.

H. Unless otherwise specified, furnish hinges with flat button tips with non-rising pins at interior doors, non-removable loose pins (NRP) at exterior and out-swinging interior doors.

I. Unless otherwise specified, furnish all hinges to template standards.

2.3 LOCKS AND LATCHES

A. Acceptable manufacturers and respective catalog numbers:

Schlage No Substitutions
L series 06 Trim

B. Unless otherwise specified, all locks and latches to have:

1. 2-3/4" Backset
2. 1/2" minimum throw latchbolt
3. 1" throw deadbolt
4. 6 pin cylinders
5. ANSI A115.2 strikes

C. Provide guarded latch bolts for all locksets, and latch bolts with sufficient throw to maintain fire rating of both single and paired door assemblies.

D. Length of strike lip shall be sufficient to clear surrounding trim.

E. Provide wrought boxes for strikes at inactive doors, wood frames, and metal frames without integral mortar covers.

2.4 EXIT DEVICES

A. Acceptable manufacturers and respective catalog numbers:

Von Duprin No Substitutions
98 series

2.5 CLOSERS

A. Acceptable manufacturers and respective catalog numbers:

LCN No Substitutions
4040XP

B. Obtain door closers from a single manufacturer, although several may be indicated as offering products complying with requirements.

C. Provide extra heavy-duty arm (EDA / HD) when closer is to be installed using parallel arm mounting.

D. Unless otherwise specified, all door closers shall have full covers and separate adjusting valves for sweeps, latch, and backcheck.

E. Provide closers for all labeled doors. Provide closer series and type consistent with other closers for similar doors specified elsewhere on the project.

F. Provide closers with adjustable spring power. Size closers to insure exterior and fire rated doors will consistently close and latch doors under existing conditions. Size all other door closers to allow for reduced opening force not to exceed 5 lbs.

G. Install closers on the room side of corridor doors, stair side of stairways and interior side of exterior doors.

H. Closers shall be furnished complete with all mounting brackets and cover plates as required by door and frame conditions, and by adjacent hardware.

2.6 KICK PLATES AND MOP PLATES

A. Furnish protective plates as specified in hardware groups.

B. Where specified, provide 10" kick plates, 36" armor plates, and 4" mop plates. Unless otherwise specified, metal protective plates shall be .050" thick; plastic plates shall be 1/8" thick.

C. Protective plates shall be 2" less door width, or 1" less door width at pairs. All protective plates shall be beveled 4 sides and counter sunk. Protection plates over 16" shall not be provided for labeled doors unless specifically approved by door manufacturers listing.

D. Where required by adjacent hardware, protection plates shall be factory drilled for cylinders or other mortised hardware.

Kick & Mop Plates	Trimco	Burns	Rockwood
	KO050 / M050		

2.7 WALL STOPS AND HOLDERS

A. Acceptable manufacturers and respective catalog numbers

Cast Concave Wall Bumper	Trimco
	1270CXSV

B. Furnish a stop or holder for all doors. Furnish floor stops only where specifically specified.

C. Where wall stops are not applicable, furnish overhead stops.

D. Do not provide holder function for labeled doors.

2.8 FINISHES AND BASE MATERIALS

A. Unless otherwise indicated in the hardware groups or herein, hardware finishes shall be applied over base metals as specified in the following finish schedule:

HARDWARE ITEM	BHMA FINISH AND BASE MATERIAL
1. Butt Hinges: Interior	652 (US26D - Satin Chromium)
2. Locks and Latches	626 (US26D - Satin Chromium)
3. Pulls and Push Plates/Bars	630 (US32D - Satin Stainless Steel)
4. Closers	689 (Powder Coat Aluminum)

5. Protective Plates 630 (US32D - Satin Stainless Steel)
6. Wall Stops and Holders 630 (US32D - Satin Stainless Steel)

2.9 KEYING

A. Acceptable manufacturers and respective catalog numbers:
   1. Schlage Existing Key System

B. Provide al locks and cylinders in keyways as required to accommodate owners existing Schlage master key system.

C. All locks under this section shall be keyed as directed by the owner to an existing Schlage master key system.

D. Keying shall be by lock manufacturer where permanent records shall be kept.

E. Provide temporary brass construction cores for all exterior lock cylinders. Provide 10% additional temporary cores and or cylinders as required to provide secure storage locations during construction.

F. Furnish a total of 2 keys per cylinder. Actual cut keys to be determined by owner.

G. Permanent cylinder cores shall be installed by the owner, or owner's representative.Temporary cylinders and cores shall be returned to the distributor once permanent cores have been installed.

H. Permanent master keys, control keys, and change keys shall be delivered by registered mail to the owner. Construction keys shall be delivered to the contractor.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to installation of hardware, installer shall examine door frame installation to insure frames have been set square and plumb. Installer shall examine doors, door frames, and adjacent wall, floor, and ceiling for conditions, which would adversely effect proper operation and function of door assemblies. Do not proceed with hardware installation until such deficiencies have been corrected.

3.2 INSTALLATION

A. Before hardware installation, general contractor/construction manager shall coordinate a hardware installation seminar with a 1 week notice to all parties involved. The seminar is to be conducted on the installation of hardware, specifically of locksets, closers, exit devices, continuous hinges and overhead stops. Manufacturer's representative of the above products to present seminar. Seminar to be held at the job site and attended by installers of hardware (including low voltage hardware) for aluminum, hollow metal and wood doors. Training to include use of installation manuals, hardware schedule, templates and physical products samples.

B. Install all hardware in accordance with the approved hardware schedule and manufacturers instructions for installation and adjustment.

C. Set units level, plumb and true to the line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

D. Drill and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accord with industry standards.

E. Drill appropriate size pilot holes for all hardware attached to wood doors and frames.

F. Shim doors as required to maintain proper operating clearance between door and frame.

G. Unless otherwise specified, locate all hardware in accordance with the recommended locations for builder's hardware for standard doors and frames as published by the Door and Hardware Institute.

H. Use only fasteners supplied by or approved by the manufacturer for each respective item of hardware.

I. Mortise and cut to close tolerance and conceal evidence of cutting in the finished work.

J. Conceal push and pull bar fasteners where possible. Do not install through bolts through push plates.

K. Install hardware on UL labeled openings in accordance with manufacturer's requirements to maintain the label.

L. Apply self-adhesive gasketing on frame stop at head & latch side and on rabbet of frame at hinge side.

M. Install hardware in accordance with supplemental "S" label instructions on all fire rated openings.

N. Install wall stops to contact lever handles or pulls. Do not mount wall stops on casework, or equipment.

O. Where necessary, adjust doors and hardware as required to eliminate binding between strike and latchbolt. Doors should not rattle.

P. Overhead stops used in conjunction with electrified hold open closers shall be templated and installed to coincide with engagement of closer hold open position.

Q. Install door closers on corridor side of lobby doors, room side of corridor doors, and stair side of stairways.

R. Adjust spring power of door closers to the minimum force required to insure exterior and fire rated doors will consistently close and latch doors under existing conditions. Adjust all other door closers to insure opening force does not to exceed 5 lbs.

S. Adjust "sweep", "latch", & "back check" valves on all door closers to properly control door through out the opening and closing cycle. Adjust total closing speed as required to comply with all applicable state and local building codes.

T. Install "hardware compatible" (bar stock) type weatherstripping continuously for an uninterrupted seal. Adjust templating for parallel arm door closers, exit devices, etc., as required to accommodate weatherstripping.

U. Unless otherwise specified or detailed, install thresholds with the bevel in vertical alignment with the outside door face. Notch and closely fit thresholds to frame profile. Set thresholds in full bed of sealant.

V. Compress sweep during installation as recommended by sweep manufacturer to facilitate a water resistant seal.

W. Deliver to the owner 1 complete set of installation and adjustment instructions, and tools as furnished with the hardware.

FIELD QUALITY CONTROL

X. After installation has been completed, the hardware supplier and manufacturers representative for locksets, door closers, exit devices, and overhead stops shall check the project and verify compliance with installation instructions, adjustment of all hardware items, and proper application according to the approved hardware schedule. Hardware supplier shall submit a list of all hardware that has not been installed correctly.

Y. After installation has been completed, the hardware supplier and manufacturers representative shall meet with the owner to explain the functions, uses, adjustment, and maintenance of each item of hardware. Hardware supplier shall provide the owner with a copy of all wiring diagrams. Wiring diagrams shall be opening specific and include both a riser diagram and point to point diagram showing all wiring terminations.

3.3 ADJUSTMENT AND CLEANING

A. At final completion, and when H.V.A.C. equipment is in operation, installer shall make final adjustments to and verify proper operation of all door closers and other items of hardware. . Lubricate moving parts with type lubrication recommended by the manufacturer.

B. All hardware shall be left clean and in good operation. Hardware found to be disfigured, defective, or inoperative shall be repaired or replaced.

3.4 HARDWARE SCHEDULE

A. The following schedule of hardware groups are intended to describe opening function. The hardware supplier is cautioned to refer to the preamble of this specification for a complete description of all materials and services to be furnished under this section.

Hardware Group: A				
Doors: B103A, B103B, B103C, B103D				
each to have:				
Qty	Product Description	Model	Fin	Man
3ea	Hinges	FBB168 4 ½” x 4 ½”	630	STN
1ea	Privacy Set	L9044 x L283-421	630	SCH
1ea.	Kick Plate	KO050 10” x 2” LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10” x 2” LDW .050 CSS	630	TRM
1ea	Wall Stop	1270CXSV	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

Hardware Group: B				
Doors: C112 **STAFF**				
each to have:				
Qty	Product Description	Model	Fin	Man
3ea	Hinges	FBB168 4 ½” x 4 ½”	630	STN
1ea	Facility Privacy Set	L9486R x L583-375	630	SCH
1ea	Overhead Stop	90S series	626	GJ
1ea.	Kick Plate	KO050 10” x 2” LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10” x 2” LDW .050 CSS	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

Hardware Group: C
Doors: C118 **Unisex**
each to have:

Qty	Product Description	Model	Fin	Man
3ea	Hinges	FBB168 4 ½" x 4 ½"	630	STN
1ea	Privacy Set	L9044 x L283-271	630	SCH
1ea	Overhead Stop	90S series	626	GJ
1ea.	Kick Plate	KO050 10" x 2" LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10" x 2" LDW .050 CSS	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

Hardware Group: D				
Doors: C110, C119				
each to have:				
Qty	Product Description	Model	Fin	Man
3ea	Hinges	FBB168 4 ½" x 4 ½" NRP	630	STN
1ea	Storage Lock	L9080R-06	630	SCH
1ea	Door Closer	4040XP CNS 4040XP-30 4040XP-61	689	LCN
1ea.	Kick Plate	KO050 10" x 2" LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10" x 2" LDW .050 CSS	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

Hardware Group: E				
Doors: C109A, C205, C206				
each to have:				
Qty	Product Description	Model	Fin	Man
1ea	Continuous Hinge	661HD	628	STN
1ea	Storage Lock	L9080R-06	626	SCH
1ea	Door Closer	4040XP (Pull side mt)	689	LCN
1ea.	Kick Plate	KO050 10" x 2" LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10" x 2" LDW .050 CSS	630	TRM
1ea	Wall Stop	1270CXSV	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

Hardware Group: F				
Doors:C109, C111, C203, C207				
each to have:				
Qty	Product Description	Model	Fin	Man
3ea	Hinge Filler Plates	FF-45	PTD	DJO
1ea	Strike Filler Plate	FS-260-PC	PTD	DJO
1ea	Stop Filler Plate	FBR-C	PTD	DJO
Note: Field verify Filler plate required				

Hardware Group: G				
Doors: C200-K				
each to have:				
Qty	Product Description	Model	Fin	Man
3ea	Hinges	FBB168 4 ½" x 4 ½" NRP	630	STN
1ea	Alarmed Exit Device	98L-996L-06 ALK	630	VD
1ea	Trim Cylinder	As required	626	SCH
1ea	On/Off Cylinder	As required	626	SCH
1ea	Door Closer w/Stop	4040XP CNS 4040XP-30 4040XP-61	689	LCN

1ea.	Kick Plate	KO050 10” x 2” LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10” x 2” LDW .050 CSS	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

Hardware Group: H				
Doors: E103				
each to have:				
Qty	Product Description	Model	Fin	Man
6ea	Hinges	FBB168 4 ½” x 4 ½”	630	STN
2ea	Flush Bolts	3917	626	TRM
1ea	Dust Proof Strike	3910	626	TRM
1ea	Classroom Security Lock	L9071R-06	630	SCH
1ea	Door Closer	4040XP (Pull side Mt)	689	LCN
1ea.	Kick Plate	KO050 10” x 2” LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10” x 2” LDW .050 CSS	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

Hardware Group: I				
Doors: E103A				
each to have:				
Qty	Product Description	Model	Fin	Man
3ea	Hinges	FBB168 4 ½” x 4 ½” NRP	630	STN
1ea	Classroom Security Lock	L9071R-06	630	SCH
1ea	Door Closer	4040XP (Pull side Mt)	689	LCN
1ea.	Kick Plate	KO050 10” x 2” LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10” x 2” LDW .050 CSS	630	TRM
1ea	Wall Stop	1270CXSV	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

Hardware Group: J				
Doors: E101-A, E101-D, E101-E				
each to have:				
Qty	Product Description	Model	Fin	Man
2ea	Cylinders	As required	626	SCH
2ea	I/C Cores	As required for above	626	SCH
Note: Key to existing Schlage I/C key system				

Hardware Group: K				
Doors: C200-J				
each to have:				
Qty	Product Description	Model	Fin	Man
3ea	Hinges	FBB168 4 ½” x 4 ½” NRP	630	STN
1ea	Exit Device	98Lx 996L-BE-06	630	VD
1ea	Door Closer w/Stop	4040XP CNS 4040XP-30 4040XP-61	689	LCN
1ea.	Kick Plate	KO050 10” x 2” LDW .050 CSS	630	TRM
1ea.	Mop Plate	M050 10” x 2” LDW .050 CSS	630	TRM
Note: Gasketing supplied with Kerf hollow metal frames				

END OF SECTION

SECTION 08 8000
GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Glass.

B. Decorative plastic glazing film.

C. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

A. Section 08 1416 - Flush Wood Doors: Glazed lites in doors.

1.03 REFERENCE STANDARDS

A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.

B. ASTM C1036 - Standard Specification for Flat Glass; 2011.

C. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.

D. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass; 2014.

E. GANA (GM) - GANA Glazing Manual; 2008.

F. GANA (SM) - GANA Sealant Manual; 2008.

G. GANA (LGRM) - Laminated Glazing Reference Manual; 2009.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.

C. Samples:
   1. Glass Units: Submit two samples 12 by 12 inch in size.
   2. Decorative Plastic Film: Submit two samples 6 by 6 inch in size.

D. Certificates: Certify that products meet or exceed specified requirements.

E. Manufacturer's Certificate: Certify that saefty glass meets or exceeds specified requirements.

1.05 QUALITY ASSURANCE

A. Perform Work in accordance with GANA Glazing Manual and GANA Sealant Manual for glazing installation methods.

B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

1.06 FIELD CONDITIONS

A. Do not install glazing when ambient temperature is less than 50 degrees F.

B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.07 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

B. Sealed Insulating Glass Units: Provide a five (5) year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.

C. Laminated Glass: Provide a five (5) year warranty to include coverage for delamination, including replacement of failed units.

PART 2 PRODUCTS

2.01 GLAZING UNITS

A. Type G-1 - Single Safety Glazing: Non-fire-rated.
   1. Application: All interior glazing unless otherwise indicated.
   2. Type: Laminated Safety glass.
   3. Tint: Clear.
   4. Thickness: 1/4 inch.

B. Type G-1A - Single Safety Glazing: Non-fire-rated.
   1. Application: As showing on drawings.
   2. Type: Laminated Safety glass.
   3. Tint: Clear with obscure laminate coating.
   4. Thickness: 1/4".

C. Type G-1B - Single Safety Glazing: Non-fire-rated.
   1. Application: As showing on drawings.
   2. Type: Laminated Safety glass.
   3. Tint: Clear with removable obscure laminate coating.
   4. Thickness: 1/4".

D. Type G-2 - Single Safety Glazing: Non-fire-rated.
   1. Application: Provide this type of glazing in the following locations:
      a. Glazzed interior wall assemblies. Unless otherwise noted.
      b. Sliding glass doors.
   2. Type: Fully tempered float glass as specified.
   3. Tint: Clear.
   4. Thickness: 1/2 inch.
   5. Glazing Method: Gasket glazing.

E. Type G-3 - Single Safety Glazing: Non-fire-rated.
   1. Application: Provide this type of glazing in the following locations:
      a. Glazzed interior wall assemblies. As shown on drawings.
   2. Types: Fully tempered / lamianated safety glass glass as specified.
      a. Basis of Design: McGrory Glass, www.mcgrory.com.
         1) 1/4" White BP tempered Low Iron Glass
         2) 1/6" Magnetic Backer
         3) 1/4" White BP tempered Low Iron Glass
   3. Tint: Opaque - White.
   4. Glazing Method: Gasket glazing.

F. Type [G-4] - Single Safety Glazing: Fire-Rated.
   1. Application: Provide this type of glazing in the following locations:
      a. Fire-rated door assemblies
   2. Provide products listed by ITS(DIR) or UL(DIR) and approved by athorities having jurisdiction.
   3. Safety Glazing Certification: 16cfr 1201
   4. Fire Rating Period: 60 mins.

5. Markings for Fire-Resistance-Rated Glazing Assemblies. Provide permanet markingson fire-resistance rated glazzing in complicance with ICC (IBC), local building codes, and ahthorities having Jurisdiction.
6.
    a. Products: SAFTIFIRST, a division of O'Keeffe's Inc; SuperLite II-XLM 60: www.safti.com/#sle.
    b. Substitutions: Refer to Section 01 6000 - Product Requirements.
    c. Substitutions: Refer to Section 01 6000 - Product Requirements.

2.02 GLASS MATERIALS

A. Float Glass Manufacturers:
    1. AGC Flat Glass North America, Inc: www.na.agc-flatglass.com.
    2. Guardian Industries Corp: www.sunguardglass.com.
    3. Pilkington North America Inc: www.pilkington.com/na.
    4. PPG Industries, Inc: www.ppgideascapes.com.
    5. Substitutions: Refer to Section 01 6000 - Product Requirements.

B. Float Glass: Provide float glass based glazing unless noted otherwise.
    1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality-Q3.
    2. Heat-Strengthened and Fully Tempered Types: ASTM C1048, Kind HS and Kind FT.
    3. Tinted Types: ASTM C1036, Class 2 - Tinted, color and performance characteristics as indicated.
    4. Thicknesses: As indicated; for exterior glazing comply with requirements indicated for wind load design regardless of thickness indicated.

C. Laminated Glass: Float glass laminated in accordance with ASTM C1172.
    1. Laminated Safety Glass: Comply with 16 CFR 1201 test requirements for Category II.
    2. Plastic Interlayer:
        a. Polyvinyl Butyral (PVB) Interlayer: 0.030 inch thick, minimum.
        b. Ionoplast Interlayer: 0.035 inch thick, minimum.
    3. Where fully tempered is specified or required, provide glass that has been tempered by the tong-less horizontal method.
    4. Manufacturers:
        a. AGC Flat Glass North America, Inc: www.na.agc-flatglass.com.
        b. Cardinal Glass Industries: www.cardinalcorp.com.
        c. Viracon, Architectural Glass segment of Apogee Enterprises, Inc: www.viracon.com.
        d. Substitutions: Refer to Section 01 6000 - Product Requirements.

2.03 DECORATIVE PLASTIC FILMS

A. Manufacturers:
    1. 3M Window Film: www.3m.com/US/arch_construct/scpd/windowfilm.
    2. Substitutions: Refer to Section 01 6000 - Product Requirements.

B. Product: Fasara Privacy Glazing Film.
    1. Pattern: Fine Crystal Decorative.
    2. Location: Glass Type G-1A & G-1B
    3. Properties:
        a. General: Plastic finishes field-applied to glass material as visual opaque or decorative film.
        b. Film: Polyester

c. Thickness: 3.2 mils.
d. Decorative Pattern: Printed.
e. Adhesive: Acrylic, Pressure Sensitive, Permanent.
f. Liner: Silicone-coated Polyester.
g. Fire Performance: Surface burning characteristics when tested in accordance with ASTM E84: Class A
   1) Flame Spread: 25 maximum.
   2) Smoke Developed: 450 maximum.

C.

2.04 GLAZING ACCESSORIES

A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.

B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.

2.05 SOURCE QUALITY CONTROL

A. Provide shop inspection and testing for safety and fire rated glass.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that openings for glazing are correctly sized and within tolerance.

B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

3.02 PREPARATION

A. Clean contact surfaces with solvent and wipe dry.

B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.

C. Prime surfaces scheduled to receive sealant.

3.03 INSTALLATION - EXTERIOR/INTERIOR DRY METHOD (GASKET GLAZING)

A. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.

B. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.

C. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.04 INSTALLATION - INTERIOR WET/DRY METHOD (TAPE AND SEALANT)

A. Cut glazing tape to length and install against permanent stops, projecting 1/16 inch above sight line.

B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.

C. Rest glazing on setting blocks and push against tape to ensure full contact at perimeter of pane or unit.

D. Install removable stops, spacer shims inserted between glazing and applied stops at 24 inch intervals, 1/4 inch below sight line.

E. Fill gaps between pane and applied stop with sealant to depth equal to bite on glazing, to uniform and level line.

F. Trim protruding tape edge.

3.05 INSTALLATION - PLASTIC FILM

A. Install plastic film with adhesive, applied in accordance with film manufacturer's instructions.

B. Place without air bubbles, creases or visible distortion.

C. Fit tight to glass perimeter with razor cut edge.

3.06 FIELD QUALITY CONTROL

A. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.

B. Monitor and report installation procedures and unacceptable conditions.

3.07 CLEANING

A. Remove glazing materials from finish surfaces.

B. Remove labels after Work is complete.

C. Clean glass and adjacent surfaces.

3.08 PROTECTION

A. After installation, mark pane with an 'X' by using removable plastic tape or paste, _____.

END OF SECTION

SECTION 09 0561

COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
   1. Rubber tile.
   2. Broadloom carpet.
   3. Carpet tile.
   4. Thin-set ceramic tile and stone tile.
   5. Luxury Vinyl Tile.

B. Removal of existing floor coverings.

C. Preparation of existing concrete floor slabs for installation of floor coverings.

D. Testing of concrete floor slabs for moisture and alkalinity (pH).

E. Remediation of concrete floor slabs due to unsatisfactory moisture or alkalinity (pH) conditions.
   1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.

F. Patching compound.

G. Remedial floor coatings.

1.02 REFERENCE STANDARDS

A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2016a.

B. ASTM C472 - Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete; 1999 (Reapproved 2014).

C. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.

D. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2011.

E. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute; October 2011.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

1.04 SUBMITTALS

A. Visual Observation Report: For existing floor coverings to be removed.

B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
   1. Moisture and alkalinity (pH) limits and test methods.
   2. Manufacturer's required bond/compatibility test procedure.

C. Testing Agency's Report:
   1. Description of areas tested; include floor plans and photographs if helpful.
   2. Summary of conditions encountered.
   3. Moisture and alkalinity (pH) test reports.
   4. Copies of specified test methods.
   5. Recommendations for remediation of unsatisfactory surfaces.
   6. Submit report to Architect.
   7. Submit report not more than two business days after conclusion of testing.

D. Copy of RFCI (RWP).

E. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
   1. Manufacturer's installation instructions.
   2. Specimen Warranty: Copy of warranty to be issued by coating manufacturer and certificate of underwriter's coverage of warranty.

1.05 QUALITY ASSURANCE

A. Moisture and alkalinity (pH) testing shall be performed by an independent testing agency employed and paid by Contractor.

B. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.

C. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
   1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner's project contact information.

D. Contractor's Responsibility Relating to Independent Agency Testing:
   1. Provide access for and cooperate with testing agency.
   2. Confirm date of start of testing at least 10 days prior to actual start.
   3. Allow at least 4 business days on site for testing agency activities.
   4. Achieve and maintain specified ambient conditions.
   5. Notify Architect when specified ambient conditions have been achieved and when testing will start.

E. Remedial Coating Installer Qualifications: Company specializing in performing work of the type specified in this section, trained by or employed by coating manufacturer, and able to provide at least 3 project references showing at least 3 years' experience installing moisture emission coatings.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, handle, and protect products in accordance with manufacturer’s instructions and recommendations.

B. Deliver materials in manufacturer’s packaging; include installation instructions.

C. Keep materials from freezing.

1.07 FIELD CONDITIONS

A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F or more than 85 degrees F.

B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

PART 2 PRODUCTS

2.01 MATERIALS

A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
   1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
   2. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.

B. Alternate Flooring Adhesive: Floor covering manufacturer's recommended product, suitable for the moisture and pH conditions present; low-VOC. In the absence of any recommendation from flooring manufacturer, provide a product recommended by adhesive manufacturer as suitable for substrate and floor covering and for conditions present.

C. Remedial Floor Coating: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

A. Perform following operations in the order indicated:
   1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
      a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
      b. Removal of existing floor covering.
   2. Preliminary cleaning.
   3. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
   4. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
   5. Specified remediation, if required.
   6. Patching, smoothing, and leveling, as required.
   7. Other preparation specified.
   8. Adhesive bond and compatibility test.
   9. Protection.

B. Remediations:
   1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
   2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
   3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to

the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS

A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.

B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 PRELIMINARY CLEANING

A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.

B. Do not use solvents or other chemicals for cleaning.

3.04 MOISTURE VAPOR EMISSION TESTING

A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.

C. Test in accordance with ASTM F1869 and as follows.

D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.

E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet per 24 hours.

F. Report: Report the information required by the test method.

3.05 ALKALINITY TESTING

A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

B. The following procedure is the equivalent of that described in ASTM F710, repeated here for the Contractor's convenience.

C. Use a wide range alkalinity (pH) test paper, its associated chart, and distilled or deionized water.

D. Place several drops of water on a clean surface of concrete, forming a puddle approximately 1 inch in diameter. Allow the puddle to set for approximately 60 seconds, then dip the alkalinity (pH) test paper into the water, remove it, and compare immediately to chart to determine alkalinity (pH) reading.

E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

3.06 PREPARATION

A. See individual floor covering section(s) for additional requirements.

B. Comply with requirements and recommendations of floor covering manufacturer.

C. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.

D. Do not fill expansion joints, isolation joints, or other moving joints.

3.07 ADHESIVE BOND AND COMPATIBILITY TESTING

A. Comply with requirements and recommendations of floor covering manufacturer.

3.08 APPLICATION OF REMEDIAL FLOOR COATING

A. Comply with requirements and recommendations of coating manufacturer.

END OF SECTION

SECTION 09 2116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Performance criteria for gypsum board assemblies.

B. Metal stud wall framing.

C. Metal channel ceiling framing.

D. Gypsum sheathing.

E. Cementitious backing board.

F. Gypsum wallboard.

G. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

A. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.

B. Section 07 2100 - Thermal Insulation: Acoustic insulation.

C. Section 07 8400 - Firestopping: Top-of-wall assemblies at fire rated walls.

D. Section 07 9200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

1.03 REFERENCE STANDARDS

A. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014, with Editorial Revision (2015).

B. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2017.

C. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2017a.

D. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.

E. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2016.

F. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.

G. ASTM C1278/C1278M - Standard Specification for Fiber-Reinforced Gypsum Panel; 2017.

H. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.

I. ASTM C1629/C1629M - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels; 2018.

J. ASTM C1658/C1658M - Standard Specification for Glass Mat Gypsum Panels; 2013.

K. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2016.

L. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.

M. ASTM E413 - Classification for Rating Sound Insulation; 2010.

N. GA-216 - Application and Finishing of Gypsum Panel Products; 2016.

O. UL (FRD) - Fire Resistance Directory; current edition.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.

C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

D. Test Reports: For stud framing products that do not comply with ASTM C645 or ASTM C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing.

PART 2 PRODUCTS

2.01 BOARD MATERIALS

A. Manufacturers - Gypsum-Based Board:
1. CertainTeed Corporation; ____: www.certainteed.com/#sle.
2. Georgia-Pacific Gypsum; ____: www.gpgypsum.com/#sle.
3. National Gypsum Company; ____: www.nationalgypsum.com/#sle.
4. USG Corporation; ____: www.usg.com/#sle.
5. Substitutions: See Section 01 6000 - Product Requirements.

B. Abuse Resistant Wallboard:
1. Application: at all gypsum board partitions, 9 feet and below.
2. Surface Abrasion: Level 2, minimum, when tested in accordance with ASTM C1629/C1629M.
3. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
4. Paper-Faced Type: Gypsum wallboard as defined in ASTM C1396/C1396M.
5. Unfaced Type: Interior fiber-reinforced gypsum panels as defined in ASTM C1278/C1278M.
6. Type: Fire resistance rated Type X, UL or WH listed.
7. Thickness: 5/8 inch.
8. Edges: Tapered.
9. Products:
   a. National Gypsum Company; Gold Bond Hi-Abuse XP Gypsum Board.
   b. Substitutions: See Section 01 6000 - Product Requirements.

C. Backing Board For Non-Wet Areas: Water-resistant gypsum backing board as defined in ASTM C1396/C1396M; sizes to minimum joints in place; ends square cut.
1. Application: Vertical surfaces behind thinset tile, except in wet areas.
2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
3. At Assemblies Indicated with Fire-Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
4. Type: Regular and Type X, in locations indicated.
5. Type X Thickness: 5/8 inch.

6. Edges: Tapered.
7. Products:
   a. Georgia-Pacific Gypsum; DensArmor Plus.
   b. National Gypsum Company; Gold Bond XP Gypsum Board.
   c. USG; Fiberock Aqua-Tough Interior Panel.
   d. Substitutions: See Section 01 6000 - Product Requirements.

D. Shaftwall and Coreboard: Type X; 1 inch thick by 24 inches wide, beveled long edges, ends square cut.
   1. Glass Mat Faced Type: Glass mat shaftliner gypsum panel or glass mat coreboard gypsum panel as defined in ASTM C1658/C1658M.
   2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.

2.02 GYPSUM WALLBOARD ACCESSORIES

A. Acoustic Insulation: As specified in Section 07 2100.

B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.

C. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
   1. Types: As detailed or required for finished appearance.

D. High Build Drywall Surfacer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
   1. Products:
      a. USG Sheetrock Brand Tuff-Hide Primer-Surfacer.
      b. Substitutions: See Section 01 6000 - Product Requirements.

E. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.

F. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion resistant.

G. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

3.02 SHAFT WALL INSTALLATION

A. Shaft Wall Framing: Install in accordance with manufacturer's installation instructions.
   1. Fasten runners to structure with short leg to finished side, using appropriate power-driven fasteners at not more than 24 inches on center.

B. Shaft Wall Liner: Cut panels to accurate dimension and install sequentially between special friction studs.
   1. On walls over sixteen feet high, screw-attach studs to runners top and bottom.
   2. Seal perimeter of shaft wall and penetrations with acoustical sealant.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
   1. Place two beads continuously on substrate before installation of perimeter framing members.
   2. Place continuous bead at perimeter of each layer of gypsum board.
   3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.04 BOARD INSTALLATION

A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.

C. Double-Layer Non-Rated: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Use glass mat faced gypsum board at exterior walls and at other locations as indicated. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.

D. Installation on Metal Framing: Use screws for attachment of gypsum board.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
   1. Not more than 30 feet apart on walls and ceilings over 50 feet long.

B. Corner Beads: Install at external corners, using longest practical lengths.

C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

END OF SECTION

SECTION 09 3000
TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Refer to Scope Information Sheets for this contract bound in the Project Manual under Section 01 1000, Summary of Work. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.

B. Cleavage membrane for floor and wall tile.

C. Tile for floor applications.

D. Tile for wall applications.

E. Cementitious backer board as tile substrate.

F. Stone thresholds.

G. Ceramic trim.

1.02 RELATED REQUIREMENTS

A. Section 03 5400 - Cast Underlayment.

B. Section 07 9513 - Expansion Joint Cover Assemblies: Expansion joint components.

C. Section 07 1200 - Built-Up Bituminous Waterproofing.

D. Section 07 1300 - Sheet Waterproofing.

E. Section 07 1400 - Fluid-Applied Waterproofing.

F. Section 07 9005 - Joint Sealers.

G. Section 09 2400 - Cement Plastering: Lath and Portland cement scratch coat, where required by the TCNA (HB) Method specified.

H. Section 09 2116 - Gypsum Board Assemblies: Installation of tile backer board.

I. Section 22 4000 - Plumbing Fixtures: Shower receptor.

1.03 REFERENCE STANDARDS

A. ANSI A118.12 - American National Standard Specifications for Crack Isolation Membranes for Thin-set Ceramic Tile and Dimension Stone Installation; 2014.

B. ANSI A118.13 - American National Standard Specifications for Bonded Sound Reduction Membranes for Thin-Set Ceramic Tile Installation; 2014.

C. ANSI A118.15 - American National Standard Specifications for Improved Modified Dry-Set Cement Mortar; 2012.

D. ANSI A118.15 - American National Standard Specifications for Improved Modified Dry-Set Cement Mortar; 2012.
   1. ANSI A136.1 - American National Standard for Organic Adhesives for Installation of Ceramic Tile; 2008 (Reaffirmed 2013).
   2. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2013.1.
   3. ANSI A137.3 - American National Standard Specifications for Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs; 2017.
   4. ASTM C373 - Standard Test Method for Water Absorption, Bulk Density, Apparent Porosity, and Apparent Specific Gravity of Fired Whiteware Products, Ceramic Tiles, and Glass Tiles; 2014a.

E. ASTM C847 - Standard Specification for Metal Lath; 2014a.

F. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2015.

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.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.

C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.

D. Samples: Mount tile and apply grout on two plywood panels, minimum 18 by 18 inches in size illustrating pattern, color variations, and grout joint size variations.

E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

F. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Tile: 1 percent of each size, color, and surface finish combination.
   3. Extra Tile: 10 square feet of each size, color, and surface finish combination.

H. LEED Submittal: Documentation of recycled content and location of manufacture.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.07 FIELD CONDITIONS

A. Do not install solvent-based products in an unventilated environment.

B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

PART 2 PRODUCTS

2.01 TILE

A. Manufacturers: All products by the same manufacturer.
   1. American Olean Corporation: www.americanolean.com/#sle.
   2. Dal-Tile Corporation: www.daltile.com/#sle.
   3. Emser Tile, LLC: www.emser.com/#sle.
   4. Summitville Tiles, Inc: www.summitville.com.
   5. Substitutions: See Section 01 6000 - Product Requirements.

B. Ceramic Mosaic Tile, Type CWT-1: ANSI A137.1, standard grade.
   1. Moisture Absorption: 7.0 to 20.0 percent as tested in accordance with ASTM C373.
   2. Size: 6 by 6 inch, nominal.
   3. Shape: Square.
   4. Edges: Cushioned.
   5. Surface Finish: Unglazed.

6. Color(s): As indicated on drawings.
7. Pattern: As indicated on drawings.
8. Products:
    a. American Olean Series: Matte.
    b. Substitutions: See Section 01 6000 - Product Requirements.

C. Ceramic Mosaic Tile, Type CWT-2 and CWT-3: ANSI A137.1, standard grade.
1. Moisture Absorption: 7.0 to 20.0 percent as tested in accordance with ASTM C373.
2. Size: 6 by 6 inch, nominal.
3. Shape: Square.
4. Edges: Cushioned.
5. Surface Finish: Glazed.
6. Color(s): As indicated on drawings.
7. Pattern: As indicated on drawings.
8. Products:
    a. American Olean, Series: Bright.
    b. Substitutions: See Section 01 6000 - Product Requirements.

D. Quarry Tile, Type QT-1: ANSI A137.1, standard grade.
1. Moisture Absorption: Over 3.0 but not more than 5.0 percent as tested in accordance with ASTM C373.
2. Size: Match existing
3. Thickness: 1/2 inch, nominal.
4. Edges: Cushioned.
5. Surface Finish: Unglazed.
6. Color(s): As indicated on drawings.
7. Pattern: as indicated on drawings.

E. Gauged Porcelain Tiles and Panels/Slabs, Type PFT-1: ANSI A137.3, standard grade.
1. Moisture Absorption: 0 to 0.1 percent as tested in accordance with ASTM C373.
2. Size: 12 inch by 24 inch, nominal.
3. Thickness: 1/4 inch.
4. Edges: Square.
5. Surface Finish: Matte.
6. Color(s): As indicated on drawings.
7. Pattern: as indicated on drawings.
8. Products:
    a. Garden State Tile; Re_Micron.
    b. Substitutions: See Section 01 6000 - Product Requirements.

2.02 TRIM AND ACCESSORIES

A. Thresholds: 2 inches wide by full width of wall or frame opening; beveled edge on both long edges; without holes, cracks, or open seams.
1. Thickness: 1/2 inch.
2. Material: Marble, honed finish.
3. Applications:
    a. At doorways where tile terminates.
    b. At open edges of floor tile where adjacent finish is a different height.

2.03 SETTING MATERIALS

A. Provide setting and grout materials from same manufacturer.

B. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.
   1. Applications: Use this type of bond coat where indicated and where no other type of bond coat is indicated.
   2. Products:
      a. ARDEX Engineered Cements; ARDEX N 23 MICROTEC: www.ardexamericas.com/#sle.
      b. Custom Building Products; ProLite Premium Rapid Setting Large Format Tile Mortar, with Multi-Surface Bonding Primer: www.custombuildingproducts.com/#sle.
      c. Merkrete, by Parex USA, Inc; Merkrete 735 Premium Flex: www.merkrete.com/#sle.
      d. TEC, an H.B. Fuller Construction Products Brand; TEC Ultimate Large Tile Mortar: www.tecspecialty.com/#sle.
      e. Substitutions: See Section 01 6000 - Product Requirements.

C. Provide setting materials made by the same manufacturer as grout.

D. Latex-Portland Cement Mortar Bond Coat: 1, 1, or _____.
   1. Applications: Use this type of bond coat where indicated and where no other type of bond coat is indicated.
   2. Products:
      a. ARDEX Engineered Cements; ARDEX N 23 MICROTEC: www.ardexamericas.com.
      b. AVM Industries, Inc; Thin-Set 780: www.avmindustries.com.
      c. LATICRETE International, Inc; LATICRETE 254 Platinum: www.laticrete.com/#sle.
      d. Merkrete, by Parex USA, Inc; Merkrete 735 Premium Flex: www.merkrete.com/sle.
      e. ProSpec, an Oldcastle brand; Permalastic System: www.prospec.com.
      f. Substitutions: See Section 01 6000 - Product Requirements.

E. Organic Adhesive: ANSI A136.1, thinset mastic type.
   1. Applications: wall tile.
   2. Use Type I in areas subject to prolonged moisture exposure.
   3. Products:
      a. ARDEX Engineered Cements; ARDEX D14: www.ardexamericas.com/#sle.
      b. Bostik Inc; ____: www.bostik-us.com.
      c. Custom Building Products; ReliaBond Ceramic Tile Adhesive - Type 1: www.custombuildingproducts.com/#sle.
      d. LATICRETE International, Inc; LATICRETE 15 Premium Mastic: www.laticrete.com/#sle.
      e. Merkrete, by Parex USA, Inc; Merkrete Merstik: www.merkrete.com/#sle.
      f. ProSpec, an Oldcastle brand; B-4050 Multi-Purpose Adhesive: www.prospec.com.
      g. Substitutions: See Section 01 6000 - Product Requirements.

2.04 ADHESIVE MATERIALS

A. Manufacturers:
   1. Bonsal American, Inc: www.prospec.com
   2. Bostik Inc: www.bostik-us.com.
   3. Mapei Corporation: www.mapei.com.
   4. Substitutions: See Section 01 6000 - Product Requirements.

B. Organic Adhesive: ANSI A136.1, thinset bond type; use Type I in areas subject to prolonged moisture exposure.

C. Mortar Bed Materials: Portland cement, sand, latex additive, and water.

D. Mortar Bond Coat Materials:
   1. Dry-Set Portland Cement type: ANSI A118.1.
   2. Latex-Portland Cement type: ANSI A118.4.

2.05 GROUTS

A. Manufacturers:
   1. ARDEX Engineered Cements; _____: www.ardexamericas.com/#sle.
   2. ProSpec, an Oldcastle brand; ProColor Sanded Tile Grout: www.prospec.com.
   3. Bonsal American, Inc; ProSpec Sanded Tile Grout 700: www.prospec.com
   4. Bostik Inc; ____: www.bostik-us.com/#sle.
   5. LATICRETE International, Inc; LATICRETE PERMACOLOR Grout: www.laticrete.com/#sle.
   6. Merkrete, by Parex USA, Inc; Merkrete Duracolor Non-Sanded Color Grout: www.merkrete.com/#sle.
   7. Custom Building Products; Product Polyblend Grout: www.custombuildingproducts.com.
   8. _____.
   9. Substitutions: See Section 01 6000 - Product Requirements.

B. Standard Grout: ANSI A118.6 standard cement grout.
   1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
   2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.
   3. Color(s): As selected by Architect from manufacturer's full line.
   4. Color(s): As indicated on drawings.
   5. Products:
      a. Bostik Inc; ____: www.bostik-us.com.
      b. LATICRETE International, Inc; LATICRETE 1500 Sanded Grout: www.laticrete.com/#sle.
      c. Merkrete, by Parex USA, Inc; Merkrete Duracolor Non-Sanded Grout: www.merkrete.com/#sle.
      d. ProSpec, an Oldcastle brand; ProColor Sanded Tile Grout: www.prospec.com.
      e. Substitutions: See Section 01 6000 - Product Requirements.

C. Standard Grout: Any type specified in ANSI A118.6 or A118.7.
   1. Colors: To be selected by Architect from manufacturer's full range.

2.06 THICK-BED MATERIALS

A. Mortar Bed Materials: Portland cement, sand, latex additive, and water.
   1. Products:
      a. LATICRETE International, Inc; LATICRETE 3701 Fortified Mortar Bed: www.laticrete.com.
      b. Merkrete, by Parex USA, Inc.; Merkrete Underlay C: www.merkrete.com.
      c. Substitutions: See Section 01 6000 - Product Requirements.

B. Cleavage Membrane: No. 15 asphalt saturated felt.

C. Metal Lath: ASTM C 847, Flat diamond mesh, of weight to suit application, galvanized finish.

2.07 ACCESSORY MATERIALS

A. Uncoupling Membrane: 1/8 inch thick polyurethane matting with three-dimensional grid structure with dovetail shaped cavities and fleece webbing laminated to the underside to provide a mechanical bond to the substrate adhesive (DITRA).
   1. Acceptable Product: Schluter Systems "DITRA."

B. Waterproofing Membrane at Floors: Specifically designed for bonding to cementitious substrate under thick mortar bed or thin-set tile; complying with ANSI A118.10.
   1. Type: Trowel-applied.
   2. Material: PVC sheet membrane, 40 mils, thick, minimum.
   3. Material: Chlorinated polyethylene sheet membrane with polyester fabric laminated to both sides, 30 mils, thick, minimum.
   4. Material: Synthetic rubber.
   5. Thickness: 25 mils, minimum, dry film thickness.
   6. Products:
      a. ARDEX Engineered Cements; ARDEX 8+9: www.ardexamericas.com.
      b. AVM Industries, Inc; System 700 with continuous polyester fabric reinforcement: www.avmindustries.com.
      c. AVM Industries, Inc; System 750 (AVM Yellow) with polyester fabric reinforcing at edges, corners, joints, and cracks: www.avmindustries.com.
      d. COMPOTITE Corporation; Composeal Gold: www.compotite.com.
      e. LATICRETE International, Inc; LATICRETE HYDRO BAN: www.laticrete.com.
      f. Merkrete, by Parex USA, Inc.; Merkrete Hydro Guard 2000: www.merkrete.com.
      g. Noble Company; NobleSeal TS: www.noblecompany.com.
      h. Substitutions: See Section 01 6000 - Product Requirements.

C. Underlayment at Floors: Specifically designed for bonding to thin-set setting mortar; not primarily a waterproofing material and having the following characteristics:
   1. Sound Reduction: Comply with ANSI A118.13, bonded membrane.
   2. Crack Isolation: Comply with ANSI A118.12.
   3. Water Resistance: Comply with ANSI A118.10, bonded waterproofing.
   4. Uncoupling Function: Allow for separation between membrane and the mortar adhering tile to the membrane when subjected to excessive substrate movement.
   5. Suitable for installation over green concrete.
   6. Suitable for installation over wood-based substrates.
   7. Type: Fluid-applied.
   8. Do Not Use: Gypsum or cementitious based self-leveling underlayment.
   9. Products:
      a. Merkrete, by Parex USA, Inc.; Merkrete Sound Shield PNS 40 Membrane: www.merkrete.com.
      b. Merkrete, by Parex USA, Inc.; Merkrete Fracture Guard 5000: www.merkrete.com.
      c. Substitutions: See Section 01 6000 - Product Requirements.

D. Backer Board: Cementitious type complying with ANSI A118.9; high density, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.
   1. Products:
      a. _____.
      b. Substitutions: See Section 01 6000 - Product Requirements.

E. Backer Board: High density polystyrene with reinforced cementitious coating on both sides; with compatible alkaline resistant joint tape; to be covered with waterproofing prior to installation of tile.
   1. Thickness: 1/2 inch.
   2. Products:
      a. Refer to section 09 2116 Gypsum Board Assemblies.

F. Grout Sealant: Manufacturer's standard product for sealing grout joints that does not change color or appearance of grout.
   1. Bonsal American, Inc.: Grout Sealer.
   2. Bostik: CeramaSeal Grout Sealer.
   3. C-Cure: Penetrating Sealer 978.
   4. MAPEI Corporation: KER 003, Silicone Spray Sealer for Cementitious Tile Grout.
   5. Summitville Tiles, Inc.: SL-15, Invisible Seal Penetrating Grout and Tile Sealer.
   6. TEC Specialty Products, Inc.; TA-256 Penetrating Silicone Grout Sealer.

G. Heavy-duty, non-staining construction paper with compatible adhesive tape.

H. Neutral Cleaner:
   1. Hillyard Super Shine-All.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.

C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.

D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.

E. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Protect surrounding work from damage.

B. Vacuum clean surfaces and damp clean.

C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

D. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.

E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.03 INSTALLATION - GENERAL

A. Install tile and thresholds and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.13, manufacturer's instructions, and TCNA (HB) recommendations.

B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.

C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.

E. Form internal angles square and external angles bullnosed.

F. Install thresholds where indicated.

G. Sound tile after setting. Replace hollow sounding units.

H. Keep control and expansion joints free of mortar, grout, and adhesive.

I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.

J. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.

K. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

L. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

3.04 INSTALLATION - FLOORS - MORTAR BED METHODS

A. Over exterior concrete substrates, install in accordance with TCNA (HB) Method F101, bonded, with standard grout.

B. Over interior concrete substrates, install in accordance with TCNA (HB) Method F111, with cleavage membrane, unless otherwise indicated.
   1. Where waterproofing membrane is indicated, with standard grout or no mention of grout type, install in accordance with TCNA (HB) Method F121.
   2. Where epoxy bond coat and grout are indicated, install in accordance with TCNA (HB) Method F132, bonded.
   3. Where epoxy or furan grout is indicated, but not epoxy or furan bond coat, install in accordance with TCNA (HB) Method F114, with cleavage membrane.

C. Over wood substrates, install in accordance with TCNA (HB) Method F141, with standard grout, unless otherwise indicated.

D. Cleavage Membrane: Lap edges and ends.

E. Waterproofing Membrane: Install as recommended by manufacturer and as specified in the section in which the product is specified.

F. Mortar Bed Thickness: 1-1/4 inch, unless otherwise indicated.

3.05 INSTALLATION - WALL TILE

A. Over cementitious backer units install in accordance with TCNA (HB) Method W223, organic adhesive.

3.06 GROUTING

A. Follow grout manufacturer's recommendations as to grouting procedures and precautions.

B. Remove all grout haze, observing both tile and group manufacturer's recommendations as to use of acid and chemical cleaners.

C. Rinse tile work thoroughly with clean water before and after chemical cleaners.

D. Polish surface of tile work with soft cloth.

E. Seal finished grout lines with sealer, applied following directions by the manufacturer.

3.07 CLEANING

A. Clean tile and grout surfaces.

3.08 PROTECTION

A. Apply a protective coat of neutral cleaner solution, 1 part cleaner to 1 part water, or as specified by manufacturer's instructions, to completed tile floors.

B. Cover all tile floors with heavy-duty, non-staining construction paper, taped in place.

C. Prior to final acceptance of tile work, remove paper and rinse protective coat of neutral cleaner from all tile surfaces.

D. Do not permit traffic over finished floor surface for 7 days after installation.

END OF SECTION

SECTION 09 5100
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Suspended metal grid ceiling system.

B. Acoustical units.

C. Accessories

1.02 RELATED REQUIREMENTS

A. Division 21: Fire Suppresion.

B. Division 23: Heating, Ventilation, and Air Conditioning.

C. Division 26: Electrical.

D. Division 27: Communications.

E. Division 28: Electronic Safety and Security.

1.03 REFERENCE STANDARDS

A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.

B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2013.

C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2014.

D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.

B. Do not install acoustical units until after interior wet work is dry.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on suspension system components, acoustical units, and other related components.

C. Samples: Submit two samples 12 x 12 inch (305 x 305 mm) or of size illustrating material and finish of acoustical units.

D. Samples: Submit two samples each, 6 inches long, of suspension system main runner, cross runner, perimeter molding, and related sections.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Acoustical Units: 100 sq ft of each type and size.

1.06 QUALITY ASSURANCE

A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.07 FIELD CONDITIONS

A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

1.08 PROJECT CONDITIONS

A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.

B. Install acoustical units after interior wet work is dry.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acoustic Tiles/Panels:
   1. As listed for each Type..
   2. Substitutions: See Section 01 6000 - Product Requirements.

B. Suspension Systems:
   1. As listed for each Type..
   2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ACOUSTICAL UNITS

A. Acoustical Units - General: ASTM E1264, Class A.

B. Acoustical Panel Type 1:
   1. Basis of Design: Subject to compliance with project requirements, the design is based on the following: USG Interiors, LLC, “Glacier Basic”.
   2. General Locations:
      a. Corridors
      b. Classrooms
      c. Offices
      d. Library Suite
   3. Classification: Provide ceiling panels complying with ASTM E 1264 for type, form and pattern as follows:
      a. Type: III, mineral base with painted finish
      b. Form: 4, cast or molded
      c. Pattern: F, heavy texture
   4. Color: Flat White 050.
   5. LR: Not less than 0.70.
   6. NRC: Not less than 0.65.
   7. CAC: Not less than 35.
   8. Edge/Joint Detail: FL Flush reveal.
   9. Suspension Grid/Width: DX/DXL 15/16 inch.
   10. Panel Thickness: 3/4 inch.
   11. Modular Size: 24 by 24 inches.
   12. VOC Emissions: GreenGuard Gold Certified.

C. Acoustical Panel Type 2:

1. Basis of Design: Subject to compliance with project requirements, the design is based on the following: Armstrong World Industries, Inc, “Ceramaguard”.
2. General Locations:
   a. Toilet Rooms
3. Classification: Provide ceiling panels complying with ASTM E 1264 for type, form and pattern as follows:
   a. Type: XX, high density ceramic-like composition with scrubbable finish.
   b. Pattern: G, Item 605
4. Color:White.
5. LR: Not less than 0.88.
6. NRC: Not less than N/A.
7. CAC: Not less than 40.
8. Edge/Joint Detail: Square Lay-in.
9. Suspension Grid/Width: Prelude Plus XL 15/16 inch.
10. Panel Thickness: 3/4 inch.
11. Modular Size: 24 inches by 24 inches.
12. Humidity / Sag Resitance: HumiGuard.
13. Mold / Mildew Protection: BioBlock
14. VOC Emissions: GreenGuard Gold Certified

D. Acoustical Panel Type 3:
1. Basis of Design: Subject to compliance with project requirements, the design is based on the following: Armstrong World Industries, Inc, "Calla".
2. General Locations:
   a. Auditorium
3. Classification: Provide ceiling panels complying with ASTM E 1264 for type, form and pattern as follows:
   a. Type: IV, mineral base with painted finish
   b. Form: 2
   c. Pattern: E
4. Color: White.
5. LR: Not less than 0.86.
6. NRC: Not less than 0.85.
7. CAC: Not less than 35.
8. Edge/Joint Detail: Square Tegular. (Notched Square Tegular at Downlight Trim)
9. Suspension Grid/Width: Superfine 9/16 inch.
10. Panel Thickness: 1 inch.
11. Modular Size: 24 by 24 inches.
12. Humidity / Sag Resitance: HumiGuard.
13. Mold / Mildew Protection: BioBlock.
14. VOC Emissions: GreenGuard Gold Certified

2.03 SUSPENSION SYSTEM(S) AND PERIMETER TRIM

A. Suspension System No1: (To be used with Acoustical Panel Type 1)
1. Basis of Design: Subject to compliance with project requirements, the design is based on the following: USG Interiors, LLC, “USG DONN® Brand DX/DXL™ 15/16" Acoustical Suspension System”.
2. Structural Classification: heavy duty.
3. Tee Profile: Narrow Face 15/16” wide.

4. Tee Height: 1 1/2”.
5. Grid Module: 2 x 2
6. Fire Rating: Class A.
7. Color: standard flat white 050
8. Accessories:
    a. Hemmed Angle Molding: 7/8 inch by 7/8 inch.

B. Suspension System No2: (To be used with Acoustical Panel Type 2)
1. Subject to compliance with project requirements, the design is based on the following: Armstrong World Industries, Inc, "Prelude Plus XL".
2. Structural Classification: heavy duty.
3. Tee Profile: Narrow Face 15/16” wide.
4. Tee Height: 1 1/2”.
5. Grid Module: 2 x 2
6. Fire Rating: Class A.
7. Color: white
8. Accessories:
    a. Hemmed Angle Molding: 7/8 inch by 7/8 inch.

C. Suspension System No3: (To be used with Acoustical Panel Type 3)
1. Subject to compliance with project requirements, the design is based on the following: Armstrong World Industries, Inc, "Prelude Plus XL".
2. Structural Classification: heavy duty.
3. Tee Profile: Narrow Face 15/16” wide.
4. Tee Height: 1 1/2”.
5. Grid Module: 2 x 2
6. Fire Rating: Class A.
7. Color: white
8. Accessories:
    a. Intersection Downlight Trim:
        1) Style: Suprafine
        2) Color: White
    b. Perimeter Edge:
        1) Style: AXIOM Knife Edge
        2) Size: 6 3/16 inch by 2 1/2 inch.
        3) Color White

2.04 ACCESSORIES

A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.

B. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.

B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.

C. Locate system on room axis according to reflected ceiling plans.

D. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.

E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.

G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

H. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.

I. Do not eccentrically load system or induce rotation of runners.

J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
   1. Use longest practical lengths.
   2. Miter corners.

K. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
   1. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m). Miter corners accurately and connect securely.
   2. Do not use exposed fasteners, including pop rivets, on moldings and trim.

L. Install light fixture boxes constructed of gypsum board or acoustical panel above light fixtures in accordance with fire rated assembly requirements and light fixture ventilation requirements.

M. Suspend ceiling hangers from building's structural members and as follows:
   1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
   2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, counter splaying, or other equally effective means.
   3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
   4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure; that are appropriate for substrate; and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
   5. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, powder-actuated fasteners, or drilled-in anchors that extend through forms into concrete.

6. Do not attach hangers to steel deck tabs.
7. Do not attach hangers to steel roof deck. Attach hangers to structural members.
8. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise indicated; and provide hangers not more than 8 inches (200 mm) from ends of each member.

N. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

O. Install special brake-metal shapes at window heads so that they are square and finished to provide a precise fit. Do not use exposed fasteners.

3.03 INSTALLATION - ACOUSTICAL UNITS

A. Install acoustical units in accordance with manufacturer's instructions.

B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.

C. Lay directional patterned units with pattern parallel to longest room axis.

D. Fit border trim neatly against abutting surfaces.

E. Install units after above-ceiling work is complete.

F. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.

G. Cutting Acoustical Units:
1. Cut to fit irregular grid and perimeter edge trim.
2. Make field cut edges of same profile as factory edges.
3. Double cut and field paint exposed reveal edges.

H. Where round obstructions, bullnose concrete block corners, and other similar conditions occur, provide preformed closures to match perimeter molding.

3.04 TOLERANCES

A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.

B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

SECTION 09 6500
RESILIENT FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Resilient tile flooring.

B. Luxury Vinyl Tile

C. Resilient base.

D. Installation accessories.

1.02 RELATED REQUIREMENTS

A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

B. Section 09 0561 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, removal of existing floor coverings, cleaning, and preparation.

1.03 REFERENCE STANDARDS

A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2014c.

B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.

C. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile; 2004 (Reapproved 2014).

D. ASTM F1344 - Standard Specification for Rubber Floor Tile; 2015.

E. ASTM F1700 - Standard Specification for Solid Vinyl Tile; 2013a.

F. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).

G. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2015.

1.04 SUBMITTALS

A. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.

B. Shop Drawings: Indicate seaming plans and floor patterns.

C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.

D. Verification Samples: Submit two samples, 6 by 6 inch in size illustrating color and pattern for each resilient flooring product specified.

E. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of sub-floor is acceptable.

F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. Extra Flooring Material: 100 square feet of each type and color.
   2. Extra Wall Base: 50 linear feet of each type and color.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring with minimum three years documented experience.

B. Installer Qualifications: Company specializing in installing specified flooring with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.

B. Store all materials off of the floor in an acclimatized, weather-tight space.

C. Maintain temperature in storage area between 55 degrees F and 90 degrees F.

D. Protect roll materials from damage by storing on end.

E. Do not double stack pallets.

1.07 FIELD CONDITIONS

A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.01 TILE FLOORING

A. Vinyl Composition Tile: Type VCT-1, VCT-2, VCT-3, VCT-4, VCT-5 Homogeneous, with color extending throughout thickness.
   1. Manufacturers:
      a. Basis of Design: Armstrong World Industries, Inc; Product Excelon Imperial Texture: www.armstrong.com.
      b. Substitutions: See Section 01 6000 - Product Requirements.
   2. Minimum Requirements: Comply with ASTM F1066, of Class corresponding to type specified.
   3. Size: 12 by 12 inch.
   4. VOC Content Limits: As specified in Section 01 6116.
   5. Thickness: 0.125 inch.
   6. Pattern: As indicated on drawings.
   7. Color: As indicated on drawings.

B. Luxury Vinyl Tile (LVT-1 and LVT-2): Printed film type, with transparent or translucent wear layer.
   1. Manufacturers:
      a. Basis of Design: Mannington Commercial; Northern Wonder Apparition: www.manningtoncommercial.com.
      b. Substitutions: See Section 01 6000 - Product Requirements.
   2. Minimum Requirements: Comply with ASTM F1700, of Class corresponding to type specified.
   3. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648 or NFPA 253.
   4. Plank Tile Size: 6 by 48 inch.
   5. Wear Layer Thickness: 0.040 inch.
   6. Total Thickness: 0.098 inch.

7. Color: As indicated on drawings.

2.02 RESILIENT BASE

A. Resilient Base Type RB-1, RB-2, RB-3: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove.
   1. Manufacturers:
      a. Basis of Design: Johnsonite, a Tarkett Company: www.johnsonite.com.
      b. Substitutions: See Section 01 6000 - Product Requirements.
   2. Height: 4 inch (typical, unless otherwise noted).
   3. Thickness: 0.125 inch.
   4. Finish: Satin.
   5. Color: As indicated on drawings.
   6. Accessories: Premolded external corners and internal corners.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for resilient flooring installation by testing for moisture and pH.
   1. Test in accordance with Section 09 0561.
   2. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.

3.02 PREPARATION

A. Prepare floor substrates for installation of flooring in accordance with Section 09 0561.

3.03 INSTALLATION - GENERAL

A. Starting installation constitutes acceptance of sub-floor conditions.

B. Install in accordance with manufacturer's written instructions.

C. Spread only enough adhesive to permit installation of materials before initial set.

D. Fit joints and butt seams tightly.

E. Set flooring in place, press with heavy roller to attain full adhesion.

F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.

G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.

H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

I. Install flooring in recessed floor access covers and expansion joint covers, maintaining floor pattern.

J. At movable partitions, install flooring under partitions without interrupting floor pattern.

3.04 INSTALLATION - TILE FLOORING

A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.

B. Lay flooring with joints and seams parallel to building lines to produce symmetrical pattern.

C. Install plank tile with a random offset of at least 6 inches from adjacent rows.

3.05 INSTALLATION - RESILIENT BASE

A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.

B. Miter or scribe internal corners. At external corners, 'V' cut back of base strip to 2/3 of its thickness and fold. At exposed ends, use premolded units.

C. Install base on solid backing. Bond tightly to wall and floor surfaces.

3.06 CLEANING

A. Remove excess adhesive from floor, base, and wall surfaces without damage.

B. Clean in accordance with manufacturer's written instructions.

3.07 PROTECTION

A. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION

SECTION 09 6613
PORTLAND CEMENT TERRAZZO FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cast-in-place terrazzo floor.
   1. Patching of existing terrazzo flooring
B. Divider strips and termination edging.

1.02 REFERENCE STANDARDS

A. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2013.
B. ASTM C150/C150M - Standard Specification for Portland Cement; 2015.
C. ICRI 310.2R - Selecting and Specifying Concrete Surface Preparation; 2013.
D. NTMA (SPECS) - NTMA Terrazzo Specifications; Current Edition.

1.03 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data for divider strips, expansion joints, and sealer; include printed copy of current NTMA recommendations for the type of terrazzo specified.
C. Shop Drawings: Indicate divider strip layout and details of adjacent components.
D. Samples: Submit two samples, 6 by 6 inch in size illustrating color, chip size and variation, chip gradation, mortar color, and typical divider strip.
E. Cleaning and Maintenance Data: Include procedures for stain removal, stripping, and sealing.

1.04 QUALITY ASSURANCE

A. Perform work in accordance with NTMA recommendations as posted on their web site at www.ntma.com.
B. Installer Qualifications: Company specializing in performing the work of this section with not fewer than 10 years of documented experience.

1.05 FIELD CONDITIONS

A. Do not install terrazzo when temperature is below 50 degrees F or above 90 degrees F.
B. Maintain temperature within specified range 24 hours before, during, and 72 hours after installation of terrazzo.

PART 2 PRODUCTS

2.01 PORTLAND CEMENT TERRAZZO APPLICATIONS

A. Floors: Monolithic Terrazzo.
   1. Color(s): Match existing.
   2. Aggregate Type: Marble chips.

2.02 PORTLAND CEMENT TERRAZZO FLOORING

A. Materials:
   1. Portland Cement: ASTM C150/C150M, Type I Normal; white color for topping mix; modified to NTMA higher compressive strength requirements; obtained from single source.
   2. Color Pigments For Topping: Non-fading mineral type, alkali-resistant.
   3. Terrazzo Sand: ASTM C33/C33M, fine aggregates.

4. Water: Potable.
5. Surface Aggregate: Marble, free of deleterious or foreign matter.

B. Accessories:
1. Divider Strips: 1/8 inch thick zinc exposed top strip, zinc coated steel concealed bottom strip, with anchoring features.
2. Divider and Control Joint Strip Height: To suit thickness of terrazzo topping, with allowance for grinding.
3. Cleaner: Neutralizing liquid type, pH of 7 to 10.
4. Sealer: Colorless, non-yellowing, penetrating liquid type, pH of 7 to 10; not detrimental to terrazzo components.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrate surfaces are ready to receive work.

3.02 PREPARATION

A. Clean substrate of foreign matter.

B. Remove loose or flaking concrete and repair to form sound, solid substrate.

C. Prepare concrete surfaces according to ICRI 310.2R, _____.

3.03 APPLICATION - MONOLITHIC TERRAZZO

A. Saw cut existing floor slab to receive divider and control joint strips and inserts and fill with grout.

B. Install strips straight and level to locations indicated.

C. Place terrazzo topping mix over slurry coated substrate to a nominal thickness of 1/2 inch.

3.04 CURING

A. Begin curing procedures as soon as curing materials can be applied without damaging formed surfaces.

B. Use curing method in accordance with NTMA instructions.

C. Close area to construction traffic, allowing undisturbed curing.

3.05 SURFACE FINISHING

A. Brush apply terrazzo topping mix slurry to topping surface.

B. Finish terrazzo in accordance with NTMA instructions.

C. Grind terrazzo surface with power disc machine; successively sequence using coarse to fine grit abrasive, using a wet method.

D. Apply grout mix matching matrix color to fill honeycomb exposed during grinding.

E. After grout has sufficiently cured, grind repaired areas using a fine grit abrasive.

3.06 TOLERANCES

A. Maximum Variation from Flat Surface: 1/8 inch in 10 feet.

3.07 CLEANING

A. Scrub and clean terrazzo surfaces with cleaner in accordance with NTMA instructions. Let dry.

B. Seal and polish surfaces in accordance with NTMA instructions.

3.08 PROTECTION

A. Do not permit construction traffic over finished terrazzo surfaces.

END OF SECTION

SECTION 09 6623

RESINOUS MATRIX TERRAZZO FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Epoxy matrix terrazzo with ground and polished finish.
   1. Alternate 1A: Single Color
   2. Alternate 1B: Three Color

B. Divider strips.

1.02 REFERENCE STANDARDS

A. NTMA (GRAD) - Aggregate Gradation Standards; Current Edition.

B. NTMA (EPOXY) - Epoxy Terrazzo Specifications; Current Edition.

1.03 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data for divider strips, control joint strips, expansion joints, and sealer; include printed copy of current NTMA recommendations for type of terrazzo specified.

C. Shop Drawings: Indicate divider strip and control and expansion joint layout, and details of adjacent components. For precast units, detail profile and anchorage requirements.

D. Samples: Submit two samples, 6 inch by 6 inch in size illustrating color, chip size and variation, chip gradation, matrix color, and typical divider strip.

E. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.

F. Manufacturer's Qualification Statement.

G. Installer's Qualification Statement.

H. Cleaning and Maintenance Data: Include procedures for stain removal, stripping, and sealing.

1.04 QUALITY ASSURANCE

A. Perform work in accordance with NTMA recommendations as posted at their web site at www.ntma.com.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section.
   1. Minimum five years of documented experience.
   2. Associate member firm of the National Terrazzo and Mosaic Association, Inc.

C. Installer Qualifications: Company specializing in performing the type of work specified in this section.
   1. Minimum five years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store terrazzo materials in a dry, secure area.

B. Maintain minimum temperature of 60 degrees F.

C. Keep products away from fire or open flame.

1.06 FIELD CONDITIONS

A. Do not install terrazzo when temperature is below 50 degrees F or above 90 degrees F.

B. Maintain temperature within specified range 24 hours before, during, and 72 hours after installation of flooring.

PART 2 PRODUCTS

2.01 MANUFACTURERS

2.02 EPOXY MATRIX TERRAZZO APPLICATIONS

A. Floors:
   1. Thickness: 3/8 inch, nominal.
   2. Color(s): Match Architect's sample.
      a. TRF-2:
         1) Alternate 1A: WC1866-TZ-2
         2) Alternate 1B: WC1866-TZ-1A
      b. TRF-3: WC1866-TZ-2A
      c. TRF-4: WC1866-TZ-3
   3. Aggregate Type: Marble, Glass and Mother of Pearl.
   4. Aggregate Size: No. 2.

2.03 MATERIALS

A. Epoxy Matrix Terrazzo: Aggregate and matrix mix applied to substrate, troweled flat, and ground smooth.

B. Matrix: Two component resin and epoxy hardener with mineral filler and color pigment, non-volatile, thermo-setting.

C. Aggregate: Type as indicated; sized in accordance with NTMA aggregate gradation standards; color(s) as indicated, uniform in color.

D. Finishing Grout: Epoxy, color to match terrazzo matrix.

2.04 ACCESSORIES

A. Divider Strips: 1/8 inch thick zinc exposed top strip, zinc coated steel concealed bottom strip, with anchoring features.

B. Control Joint Strips: 1/8 inch nominal width zinc exposed top strips, zinc coated steel concealed bottom strips, 1/8 inch wide neoprene filler strip between vertical strips, with anchoring features.

C. Divider and Control Joint Strip Height: To suit thickness of terrazzo topping, with allowance for grinding.

D. Sealer: Colorless, non-yellowing, penetrating liquid type to completely seal matrix surface; not detrimental to terrazzo components.

E. Primer: _____.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive terrazzo.

B. Cementitious Subfloor Surfaces: Verify that substrates are ready for terrazzo flooring installation by testing for moisture and alkalinity (pH).
   1. Test in accordance with Section 09 0561.
   2. Obtain instructions if test results are not within limits recommended by terrazzo flooring manufacturer.

C. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Clean substrate of foreign matter.

B. Prepare concrete subfloor by mechanically abrading surface in accordance with manufacturer's instructions.

C. Apply primer in accordance with manufacturer's instructions.

3.03 INSTALLATION

A. Install control joint strips straight and flat to locations indicated.

B. Install divider strips according to pattern approved on shop drawings.

C. Place terrazzo mix over substrate to thickness indicated.

3.04 FINISHING

A. Finish terrazzo to NTMA requirements.

B. Grind terrazzo surfaces with power disc machine; sequence with coarse to fine grit abrasive, using a wet method or using a dry grinder with vacuum to control dust.

C. Apply grout to fill voids exposed from grinding.

D. Remove grout coat by grinding, using a fine grit abrasive.

3.05 TOLERANCES

A. Maximum Variation from Flat Surface: 1/4 inch in 10 feet.

B. Maximum Variation from Level (Except Surfaces Sloping to Drain): 1/8 inch.

3.06 CLEANING

A. Scrub and clean terrazzo surfaces with neutral pH cleaner in accordance with manufacturer's instructions. Let dry.

B. Immediately after terrazzo has dried, apply sealer in accordance with manufacturer's instructions.

C. Polish surfaces in accordance with manufacturer's instructions.

3.07 PROTECTION

A. Protect finished terrazzo from damage due to subsequent construction until Date of Substantial Completion.

END OF SECTION

SECTION 09 6813
TILE CARPETING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Carpet tile, fully adhered.

1.02 RELATED REQUIREMENTS

A. Section 09 0561 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, removal of existing floor coverings, cleaning, and preparation.

1.03 REFERENCE STANDARDS

A. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials; 2006 (Reapproved 2011).

B. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2014c.

C. CRI (CIS) - Carpet Installation Standard; Carpet and Rug Institute; 2011.

D. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2015.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.

C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.

D. Manufacturer's Installation Instructions: Indicate special procedures.

E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.

B. Installer Qualifications: Company specializing in installing carpet tile with minimum three years documented experience and approved by carpet tile manufacturer.

1.06 FIELD CONDITIONS

A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2 PRODUCTS

2.01 MATERIALS

A. Tile Carpeting, Type CPT-1: Tufted, multi-level pattern loop, manufactured in one color dye lot.
   1. Product: Diffuse manufactured by Shaw Contract.

2. Tile Size: 24 by 24 inch, nominal.
3. Thickness:.230 inch.
4. Dye method: 100% solution dyed.
5. Color: as indicated on drawings.
6. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.
7. Surface Flammability Ignition: Pass ASTM D2859 (the "pill test").
8. Gage: 1/12 inch.
9. Stitches: 9 per inch.
10. Primary Backing Material: Synthetic.
11. Secondary Backing Material: Ecoworx Tile.
12. Installation Method: Ashlar, fully adhered.

2.02 ACCESSORIES

A. Sub-Floor Filler: See Section 09 0561 - Common Work Results for Flooring Preperation.

B. Edge Strips: Rubber, color as selected by architect.

C. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered; maximum VOC content as specified in Section 01 6116.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.

C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Remove existing carpet tile.

B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.

C. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.

D. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.

E. Vacuum clean substrate.

3.03 INSTALLATION

A. Starting installation constitutes acceptance of sub-floor conditions.

B. Install carpet tile in accordance with manufacturer's instructions and CRI Carpet Installation Standard.

C. Blend carpet from different cartons to ensure minimal variation in color match.

D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.

E. Lay carpet tile in square pattern, with pile direction alternating to next unit, set parallel to building lines, unless otherwise indicated.

F. Locate change of color or pattern between rooms under door centerline.

G. Fully adhere carpet tile to substrate.

H. Trim carpet tile neatly at walls and around interruptions.

I. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

A. Remove excess adhesive without damage, from floor, base, and wall surfaces.

B. Clean and vacuum carpet surfaces.

END OF SECTION

SECTION 09 9123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Materials for backpriming woodwork.

D. Field applied primers are in addition to shop primers.

E. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
   1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
   2. Elevator pit ladders.
   3. Prime surfaces to receive wall coverings.
   4. Mechanical and Electrical:
      a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
      b. In finished areas, paint shop-primed items.
      c. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
      d. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.

F. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
   5. Stainless steel, anodized aluminum, bronze, terne coated stainless steel, and lead items.
   6. Marble, granite, slate, and other natural stones.
   7. Floors, unless specifically indicated.
   8. Ceramic and other tiles.
   9. Brick, architectural concrete, cast stone, integrally colored plaster and stucco.
   10. Glass.
   11. Acoustical materials, unless specifically indicated.
   12. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

A. Section 05 5000 - Metal Fabrications: Shop-primed items.

B. Section 05 5100 - Metal Stairs: Shop-primed items.

1.03 DEFINITIONS

A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2014.

C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

D. SSPC-SP 13 - Surface Preparation of Concrete; (Reaffirmed 2015); 2003.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
   3. Manufacturer's installation instructions.

C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
   1. Where sheen is specified, submit samples in only that sheen.
   2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
   3. Allow 30 days for approval process, after receipt of complete samples by Architect.
   4. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, factory finished metals, and wood doors, have been approved.

D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.

E. Manufacturer's Instructions: Indicate special surface preparation procedures.

F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
   3. Label each container with color in addition to the manufacturer's label.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.

D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
   1. Substitution of other products by the same manufacturer is preferred over substitution of products by a different manufacturer.

B. Paints and Coatings:
   1. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
   2. Benjamin Moore: www.benjaminmoore.com.

C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
   3. Supply each paint material in quantity required to complete entire project's work from a single production run.
   4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Volatile Organic Compound (VOC) Content:
   1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
      a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
      b. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; www.otcair.org; specifically:
         1) Opaque, Flat: 50 g/L, maximum.
         2) Opaque, Nonflat: 150 g/L, maximum.
         3) Opaque, High Gloss: 250 g/L, maximum.
         4) Varnishes: 350 g/L, maximum.
   2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
   3. Provide tints and colorants that will not add VOCs to specified products.

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, concrete masonry units, wood, and plaster.
   1. Two top coats and one coat primer.
   2. Top Coat(s): High Performance Architectural Interior Latex; High Performance locations as scheduled.
      a. Products:
         1) Sherwin-Williams Pre-Catalyzed Waterbased Epoxy, Eg-Shel.
         2) Corotech Pre-Catalyzed Waterborne Epoxy Eggshell V342
   3. Top Coat(s): Institutional Low Odor/VOC Interior Latex; Typical finish unless otherwise indicated.
      a. Products:
         1) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Eg-Shel.
         2) Benjamin Moore Ultra Spec 500 Latex Eggshell N538
   4. Top Coat Sheen:
      a. Eggshell: MPI gloss level 3; use this sheen for ceilings, overhead surfaces and wall surfaces.
   5. Primer: As specified under "PRIMERS" below.

B. Paint I-OP-MD-DT - Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals and wood:
   1. Medium duty applications include doors, door frames, railings, handrails, guardrails, and balustrades.
   2. Two top coats and one coat primer.
      a. Products:
         1) Sherwin-Williams Pro Industrial WB Alkyd Urethane Enamel,semi-gloss B53-1150
         2) Corotech Waterborne Urethane Gloss V540

C. Paint I-TR -W - Transparent Finish on Wood.
   1. 2 top coats over stain and sealer.
   2. Stain: Semi-Transparent Stain for Wood.
      a. Products:
         1) Sherwin-Williams Wood Classics 250 VOC Oil Stain.
         2) Lenmar Waterborne Interior Wiping Stain 1WB.1300 .
   3. Sealer: Alkyd, Sanding Sealer, Clear.
      a. Products:
         1) Sherwin-Williams Wood Classics FastDry Sanding Sealer.
         2) Benwood Stays Clear Acrylic Polyurethane - Low Lustre (423).
   4. Top Coat(s): Clear Water Based Varnish.
      a. Products:
         1) Sherwin-Williams Wood Classics Waterborne Polyurethane Varnish, Satin.
         2) Lenmar Waterborne Aqua-Plastic Urethane Satin, 1WB.1427 .

2.04 PRIMERS

A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
   1. Interior/Exterior Latex Block Filler.
      a. Products:

1) Sherwin-Williams PrepRite® Block Filler, B25W25.
2) Corotech Acrylic Block Filler V114

2. Interior Drywall Primer Sealer.
   a. Products:
      1) Sherwin-Williams ProMar Latex 200 Primer .
      2) Benjamin Moore Ultra Spec 500 Interior Latex Primer N534
3. Interior Rust-Inhibitive Water Based Primer.
   a. Products:
      1) Sherwin-Williams Pro Industrial Pro-Cryl® Primer, B66-310 Series.
      2) Corotech Prep All Universal Metal Primer V132
4. Bonding Primer, Water Based.
   a. Products:
      1) Sherwin-Williams Extrem Bond Primer.
      2) Benjamin Moore Super Spec HP Acrylic Metal Primer P04

2.05 ACCESSORY MATERIALS

A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of paints and finishes until substrates have been properly prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

D. Test shop-applied primer for compatibility with subsequent cover materials.

E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
   1. Gypsum Wallboard: 12 percent.
   2. Plaster and Stucco: 12 percent.
   3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
   4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
   5. Concrete Floors and Traffic Surfaces: 8 percent.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or repair existing paints or finishes that exhibit surface defects.

D. Remove surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

E. Seal surfaces that might cause bleed through or staining of topcoat.

F. Remove mildew from impervious surfaces by scrubbing with solution of water and bleach. Rinse with clean water and allow surface to dry.

G. Concrete:
   1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
   2. Prepare surface as recommended by top coat manufacturer and according to SSPC-SP 13.

H. Masonry:
   1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
   2. Prepare surface as recommended by top coat manufacturer.

I. Concrete Floors and Traffic Surfaces: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.

J. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

K. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

L. Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

M. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's written instructions.

C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.

D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

E. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

G. Sand wood and metal surfaces lightly between coats to achieve required finish.

H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

I. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

J. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 10 1100
VISUAL DISPLAY UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Markerboards and Tackboards.

1.02 RELATED REQUIREMENTS

A. Section 06 1000 - Rough Carpentry: Blocking and supports.

B. Section 09 2116 - Gypsum Board Assemblies: Concealed supports in metal stud walls.

1.03 SUBMITTALS

A. Product Data: Provide manufacturer's data on markerboard, trim, and accessories.

B. Shop Drawings: Indicate wall elevations, dimensions, joint locations .

C. Samples: Submit color charts for selection of color and texture of markerboard and trim.

D. Test Reports: Show compliance to specified surface burning characteristics requirements.

E. Manufacturer's printed installation instructions.

F. Maintenance Data: Include data on regular cleaning, stain removal .

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.05 WARRANTY

A. Provide five year warranty for markerboard to include warranty against discoloration due to cleaning, crazing or cracking, and staining.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Claridge Products and Equipment, Inc; ____: www.claridgeproducts.com/#sle.

B. Substitutions: See Section 01 6000 - Product Requirements.

2.02 VISUAL DISPLAY UNITS

A. Glassboards:
   1. Manufactuer: Claridge Products
      a. Product: Clargidge Magnetic Dyr Erase White Board
   2. 1/4" tempered safety writing glass.
      a. Non-staining
      b. marker compatible
      c. polish and eased corners for safe handling.
      d. Magnetic
      e. color: white
   3. Size: 4 feet by 8 feet.
   4. Mounting Type: Stainless Steel Edge Mount Stand-offs.
   5. Accessories:
      a. Magnetic Box Tray Marker/Eraser
         1) Quantity: 1 per board
         2) Color: To be selected from Manufacturer's standards
   6. Location:Library Study Rooms

2.03 ACCESSORIES

A. Temporary Protective Cover: Sheet polyethylene, 8 mil thick.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that internal wall blocking is ready to receive work and positioning dimensions are as indicated on shop drawings.

C. Verify flat wall surface for frameless adhesive-applied boards.

3.02 INSTALLATION

A. Install boards in accordance with manufacturer's instructions.

B. Secure units level and plumb.

3.03 CLEANING

A. Clean board surfaces in accordance with manufacturer's instructions.

B. Cover with protective cover, taped to frame.

C. Remove temporary protective cover at Date of Substantial Completion.

END OF SECTION

SECTION 10 2113.19
PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Solid plastic toilet compartments.

B. Urinal and vestibule screens.

1.02 RELATED REQUIREMENTS

A. Section 10 2800 - Toilet, Bath, and Laundry Accessories.

1.03 REFERENCE STANDARDS

A. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2015.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on panel construction, hardware, and accessories.

C. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall supports, door swings.

D. Samples: Submit two samples of partition panels, 6 by 6 inch in size illustrating panel finish, color, and sheen.

E. Manufacturer's Installation Instructions: Indicate special procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Solid Plastic Toilet Compartments:
   1. Ampco Products, Inc; _____: www.ampco.com/#sle.
   2. Inpro; Endurant Toilet Partitions: www.inprocorp.com/#sle.
   3. Scranton Products; Aria Partitions: www.scrantonproducts.com/#sle.
   4. Substitutions: Section 01 6000 - Product Requirements.

2.02 PLASTIC TOILET COMPARTMENTS

A. Solid Plastic Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid molded high density polyethylene (HDPE), tested in accordance with NFPA 286; floor-mounted headrail-braced.
   1. Color: see drawings.
   2. Doors:
      a. Thickness: 1 inch.
      b. Width: 24 inch.
      c. Width for Handicapped Use: 36 inch, out-swinging.
      d. Height: 55 inch.
   3. Panels:
      a. Thickness: 1 inch.
      b. Height: 55 inch.

c. Depth: As indicated on drawings.

4. Pilasters:
   a. Thickness: 1 inch.
   b. Width: As required to fit space; minimum 3 inch.
5. Screens: Without doors; to match compartments; mounted to wall with two panel brackets.

2.03 ACCESSORIES

A. Pilaster Shoes: Stainless steel, satin finish, 3 inches high; concealing floor fastenings.
   1. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.

B. Head Rails: Extruded aluminum, anti-grip profile.
   1. Size: Manufacturer's standard size.

C. Wall and Pilaster Brackets: Stainless steel; continuous type.

D. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
   1. For attaching panels and pilasters to brackets: Through-bolts and nuts; tamper proof.

E. Hinges: Stainless steel; satin finish.
   1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.

F. Door Hardware: Stainless steel; satin finish.
   1. Door Latch: Slide type with exterior emergency access feature.
   2. Door Strike and Keeper with Rubber Bumper: Mount on pilaster in alignment with door latch.
   3. Provide door pull for outswinging doors.

G. Coat Hook with Rubber Bumper: One per compartment, mounted on door.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify correct spacing of and between plumbing fixtures.

C. Verify correct location of built-in framing, anchorage, and bracing.

3.02 INSTALLATION

A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.

B. Maintain 3/8 inch to 1/2 inch space between wall and panels and between wall and end pilasters.

C. Attach panel brackets securely to walls using anchor devices.

D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.

E. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

3.03 TOLERANCES

A. Maximum Variation From True Position: 1/4 inch.

B. Maximum Variation From Plumb: 1/8 inch.

3.04 ADJUSTING

A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.

B. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.

C. Adjust adjacent components for consistency of line or plane.

END OF SECTION

SECTION 10 2310
GLAZED INTERIOR WALL AND DOOR ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Frameless glazed interior wall and door assemblies.

1.02 RELATED REQUIREMENTS

A. Section 08 8000 - Glazing.

1.03 REFERENCE STANDARDS

A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2014 (2015 Errata).

B. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.

C. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.

D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Manufacturer's descriptive literature for each component in partition assembly.

C. Shop Drawings: Drawings showing layout, dimensions, identification of components, and interface with adjacent construction.
   1. Include field measurements of openings.
   2. Include Elevations Showing:
      a. Locations and identification of manufacturer-supplied door hardware and fittings.
      b. Locations and sizes of cut-outs and drilled holes for other door hardware.
   3. Include Details Showing:
      a. Requirements for support and bracing of overhead track.
      b. Installation details.
      c. Appearance of manufacturer-supplied door hardware and fittings.

D. Verification Samples: Two samples, minimum size of 2 inch by 3 inch, representing actual material and finish of exposed metal.

E. Certificates: Contractor to certify that installer of partition assemblies meets specified qualifications.

F. Operation and Maintenance Data: For manufacturer-supplied operating hardware.

G. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

H. Specimen Warranty.

1.05 QUALITY ASSURANCE

A. Fabricator Qualifications: Minimum three years of experience designing, assembling, and installing partition assemblies similar to those specified in this section.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until installation.

1.07 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

B. Correct defective Work within a one year period after Date of Substantial Completion.

C. Provide five year manufacturer warranty against excessive degradation of metal finishes. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 BASIS OF DESIGN - FRAMELESS GLAZED INTERIOR WALL AND DOOR ASSEMBLIES

A. Basis of Design: DORMA USA, Inc; Agile 150 Dormotion - Sliding Door System with Cushioning Open/Close Feature : www.dorma.com/#sle.

B. Substitutions: See Section 01 6000 - Product Requirements.

2.02 FRAMELESS GLAZED INTERIOR WALL AND DOOR ASSEMBLIES

A. Frameless Glazed Interior Wall Assembly: Factory fabricated assemblies consisting of full-width and height glass panels fastened with U-channel fittings on top and bottom edge of glass wall.
   1. Configuration: As indicated on drawings.
   2. U-Channel Fittings: Extruded aluminum, satin anodized finish, dry glazed, and with matching end caps.
      a. Top channel is 1-1/2 inch high by 1 inch deep.
      b. Bottom channel is 1 inch high by 1 inch deep.
   3. Glass: Section 08 8000 - Glazing.
   4. Designed to withstand normal operation without damage, racking, sagging, or deflection.
   5. Coordinate wall and door assembly preparation and provide hardware as necessary for fully operable installation.
   6. Finished metal surfaces protected with strippable film.
   7. Factory assembled to greatest extent practical; may be disassembled to accommodate shipping constraints.

B. Sliding Glass Doors: Top supported from roller assembly inside compact track with cushioning open/close feature.
   1. Door Configuration: Double sliding doors with sidelites on both sides and transom lites.
   2. Track Mount: Ceiling surface-mounted.
   3. Track Size: 2-1/2 inch high by 2-13/16 inch deep with end caps.
   4. Track Finish: Clear anodized.
   5. Glass: Section 08 8000 - Glazing.
   6. Door Hardware: Pull.
      a. Style: Back-to-Back Ladder Pull
      b. Material: Stainless Steel
      c. Finish: Satin/Brushed
      d. Height: 49 inch
      e. Feature: Non-Locking
   7. Provide accessories as required for complete installation.

2.03 MATERIALS

A. Glass: Section 08 8000 - Glazing.

B. Aluminum Components: Conforming to ASTM B221 (ASTM B221M), alloy 6063, T5 temper.

C. Sealant: One-part silicone sealant, conforming to ASTM C920, clear.

2.04 FINISHES

A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

B. Color: Clear.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that track supports are properly braced, level within 1/4 inch of required position and parallel to the floor surface.

C. Verify floor flatness of 1/8 inch in 10 feet, non-cumulative.

D. Do not begin installation until supports and adjacent substrates have been properly prepared.

E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

A. Clean substrates thoroughly prior to installation.

B. Prepare substrates using the methods recommended by the manufacturer for achieving acceptable result for the substrate under the project conditions.

3.03 INSTALLATION

A. Install in accordance with glazed interior wall and door assembly manufacturer's instructions.

B. Fit and align glazed interior wall and door assembly level and plumb.

3.04 ADJUSTING

A. Adjust glazed interior wall and door assembly to operate smoothly from sliding or pivoting positions.

3.05 CLEANING

A. Remove protective film from exposed metal surfaces.

B. Metal: Clean exposed metal finishes with potable water and mild detergent, in accordance with manufacturer recommendations; do not use abrasive materials or chemicals, detergents or other substances that may damage the material or finish.

C. Clean installed work to pristine condition.

3.06 CLOSEOUT ACTIVITIES

A. Demonstrate operation of glazed interior wall and door assembly and identify potential operational problems.

3.07 PROTECTION

A. Protect installed products until Date of Substantial Completion.

B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

SECTION 10 2800

TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Commercial toilet accessories.

B. Utility room accessories.

1.02 RELATED REQUIREMENTS

A. Section 10 2113.19 - Plastic Toilet Compartments.

B. Section 22 4000 - Plumbing Fixtures: Under-lavatory pipe and supply covers.

1.03 REFERENCE STANDARDS

A. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2015.

B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.

C. ASTM C1036 - Standard Specification for Flat Glass; 2011.

D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with the placement of internal wall reinforcement, concealed ceiling supports, and reinforcement of toilet partitions to receive anchor attachments.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.

C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Commercial Toilet, Shower, and Bath Accessories:
   1. AJW Architectural Products; _____: www.ajw.com/#sle.
   2. American Specialties, Inc; _____: www.americanspecialties.com/#sle.
   3. Bradley Corporation; _____: www.bradleycorp.com/#sle.
   4. Georgia-Pacific Professional; _____: www.blue-connect.com/#sle.
   5. Substitutions: Section 01 6000 - Product Requirements.

2.02 MATERIALS

A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
   1. Grind welded joints smooth.
   2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.

B. Keys: Provide 2 keys for each accessory to Owner; master key lockable accessories.

C. Stainless Steel Sheet: ASTM A666, Type 304.

D. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.

E. Mirror Glass: Tempered safety glass, ASTM C1048; and ASTM C1036 Type I, Class 1, Quality Q2, with silvering as required.

F. Adhesive: Two component epoxy type, waterproof.

G. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.

H. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.03 FINISHES

A. Stainless Steel: Satin finish, unless otherwise noted.

2.04 COMMERCIAL TOILET ACCESSORIES

A. Trash Receptor: Provided by Owner

B. Soap Dispenser: Furnished by Owner, installed by Contractor

C. Paper Towel Dispenser: Furnished by Owner, installed by Contractor

D. Toilet Paper Dispenser: Furnished by Owner, installed by Contractor

E. Robe Hook:
   1. Provided by toilet partition manufactuer at toilet partitions
   2. Provided by Door Hardware provider at single user toilet rooms.

F. Mirrors: Stainless steel framed, 1/4 inch thick tempered safety glass; ASTM C1048.
   1. Size: as shown on drawings.
   2. Frame: 0.05 inchangle shapes, with mitered and welded and ground corners, and tamperproof hanging system; satin finish.
   3. Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.
   4. Products:
      a. Bobrick 165.
      b. Substitutions: Section 01 6000 - Product Requirements.

G. Grab Bars: Aluminum, peened surface.
   1. Products:
      a. Bobrick 6806.99
      b. Substitutions: Section 01 6000 - Product Requirements.

H. Purse Shelf: Fold-down, with spring-loaded hinge designed to automatically return shelf to vertical position when not in use; 0.05 inch thick satin-finished stainless steel, with rolled or hemmed edge at shelf front.
   1. Products:
      a. Bobrick - 287.
      b. Substitutions: Section 01 6000 - Product Requirements.

I. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
   1. Products:
      a. Bobrick - 254.
      b. Substitutions: Section 01 6000 - Product Requirements.

2.05 UTILITY ROOM ACCESSORIES

A. Mop and Broom Holder: 0.05 inch thick stainless steel, Type 304, hat-shaped channel.

1. Holders: Three spring-loaded rubber cam holders.
2. Length: Manufacturer's standard length for number of holders.
3. Products:
   a. Bobrick 223.
   b. Substitutions: 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify exact location of accessories for installation.

C. Verify that field measurements are as indicated on drawings.

3.02 PREPARATION

A. Deliver inserts and rough-in frames to site for timely installation.

B. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.

B. Install plumb and level, securely and rigidly anchored to substrate.

C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.

3.04 PROTECTION

A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION

SECTION 114000

FOODSERVICE EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Provide all material, labor, equipment and services required to execute and complete all items of work relating to the food service equipment, both existing and new, all as required to make the resulting facility a fully functional and reliable operating unit in accordance with this Specification. All food service equipment shall be furnished as specified, delivered prepaid, unloaded and uncrated, assembled with all components and accessories connected within the equipment, set-in-place in proper location as indicated on the drawings, leveled and fastened to the wall, ceiling or floor as required, left ready for final utility connections. The work shall include:

1. To prevent extended warehousing of all food service equipment, no pre-ordering of equipment is permitted; schedule ordering of the equipment so that warehousing of the equipment shall not be required for longer than 60 days prior to delivery to the site for installation.
2. All food service equipment shall have a manufacturer extended warranty covering parts and labor for a period of two years which shall take effect only after acceptance and beneficial use by the District. All labor shall be performed by a factory authorized and qualified representative.
3. A “complete and thorough” demonstration and start-up for each item of equipment must be conducted by a qualified manufacturer representative in the use, sanitation and maintenance of the equipment.

B. Furnishing scheduled items of custom fabricated food service equipment as specified utilizing a food service equipment fabricator listed with the National Sanitation Foundation (NSF) for custom equipment fabrication.

C. Delivery of food service equipment in factory fabricated containers designed to protect equipment and finish until final installation. Delivery of food service equipment shall be coordinated with the construction schedule. If necessary, delivery of the food service equipment shall be by means other than common carrier to expedite delivery and to maintain project schedule.

D. Warehousing of the food service equipment in a bonded warehouse and re-delivery of the food service equipment from the storage facility to the project site or arrangement for secured storage at the project site to assure availability of the food service equipment to maintain project schedule.

E. Field installation of the food service equipment including buy out equipment at the project site including on site receiving and unloading, uncrating from packing containers, conveyance of the

food service equipment from the receiving area to the installation location, erection and assembly of the food service equipment including field welding and polishing of sub assemblies and installation of fixtures and components and setting in place in final location.

F. Removal and disposal of all packing material.

G. All costs for special tools, crane rental or usage cost or rigging as may be required for delivery or installation of the food service equipment.

H. All work is to be performed by skilled labor utilizing the proper Trades having respective jurisdiction thereto. All work shall be performed at hours required to maintain consistent work schedules with all other Trades without additional cost.

I. Preparation of dimensioned utility rough-in floor plans coordinated with the Contract Documents and site conditions and the food service equipment manufacturers' utility connection points for all food service equipment.

J. Assist in the preparation of "chalk-line" mark-up of utility rough-in locations on the building floor at the job site.

K. Take complete financial responsibility for any and all additional expenses resulting from incomplete or inaccurate rough-in drawings or instructions for the final rough-in dimensioning at the job site.

L. Provide complete manufacturers' and fabricator shop drawings of all related items of food service equipment.

M. Provide competent on-site supervision for the coordination of work and to assist and supervise the erection, assembly and installation of the food service equipment, this shall include any moving, shifting or disassembly of the food service equipment to enable work to be performed free of obstruction.

N. Attend all job conferences and meetings.

O. Maintaining coordination and control over the form, fit, function and utility requirements of all food service equipment, from placement of purchase orders through Final Acceptance.

P. Provide competent on-site final testing, demonstration and instruction in the use and service of all items of food service equipment in the form of a qualified manufacturer's representative for each item of food service equipment.

Q. Providing access to the custom equipment fabricator's shop for inspection of construction and materials used at any time during the progress of fabrication.

R. Field verification of all measurements at the project site prior to the fabrication of custom fabricated and buy-out equipment and correct any deviation from the dimensions indicated on any plans and shop drawing which may affect the final form or fit of any item of food service equipment as a result of final building conditions and actual field dimensions.

S. All food service equipment shall conform to field verified dimensions and to the finished building conditions with edges scribed and sealed to wall surfaces, fitting to and around building obstructions. All joints, seams or surfaces shall be fully sealed with General Electric or equivalent clear silicone sealer.

T. Field verification of delivery access into and through the building to the final equipment location including access and clearance through hallways, doorways and elevators (cab size and weight restrictions); furnish food service equipment in sections or sub-assemblies as required for access.

U. Keeping the premise free from accumulation of waste material and rubbish caused by his work. At the completion of each workday all waste material and rubbish must be removed and all areas swept broom clean.

V. Physical damage to equipment, building or previous work completed or in the process of completion shall be repaired or replaced.

W. Furnish as part of and affixed to the food service equipment, accessories, components and fixtures furnished standard with the equipment as specified or listed as an option and shall include the following:

1. PLUMBING ACCESSORIES: Pop-up, lever or basket type waste outlets, tailpieces, standing or connected overflows, faucets and spray units, vacuum breakers, shut-off and control valves and fittings.
2. STEAM AND GAS ACCESSORIES: Steam supply valves, thermostats, pressure reducing and regulating valves, shut-off and control valves, temperature and pressure gauges, copper steam coils or injector assemblies, traps and fittings
3. ELECTRICAL ACCESSORIES: Terminal blocks, conduit, wiring, signal and pilot lamps, on-off and control switches, control panels, magnetic contactor assemblies, heating elements, junction boxes, outlet boxes and receptacles and cord and plug sets.
4. REFRIGERATION ACCESSORIES: Copper insulated refrigeration tubing, valves, fittings, hangers, high- and low-pressure control switches, solenoid valves, evaporator coils, expansion valves, condensing units and condensate evaporators.

X. All built-in accessories, components and fixtures shall be factory installed at the time of fabrication and shall comply with all applicable codes and regulations.

Y. Furnish and install copper insulated refrigeration lines from compressor location to evaporator coils and expansion valves for all refrigeration units and ice makers with remote or refrigeration systems other than self-contained.

Z. Furnish and install flexible stainless-steel gas flue tubing from exhaust collar on gas hot water booster heater terminating at the exhaust vent connection at the vent extension or condensate hood.

AA. Furnish 14-gauge galvanized steel welded roof curbs for all refrigeration condensing unit stands and exhaust fans and supply fan make-up air units including setting-in-place and securing to the building roof.

BB. Furnish and install in exhaust hood, plenum, duct and surface fire protection system. Entire system shall be furnished and installed in compliance with UL Standard 1254, UL Standard 300, NFPA 96 and any prevailing statutes or codes including automatic shut-down of all cooking appliances per code section 44 of NFPA 17A-27. The manufacturer of the fire suppression system shall be ISO 9001 registered. The entire installation must conform to ADA (American Disabilities Act) latest edition. The system shall be an automatic fire suppression system using a wet chemical agent for grease related fires. The system shall be the pre-engineered type having minimum and maximum guidelines established by the manufacturer and listed by Underwriters Laboratories (UL). The system shall be installed and serviced by certified personnel trained by the manufacturer. Provide as part of fire system, mechanically operated gas supply line shut-off valve to interrupt gas supply to all gas operated cooking appliances.

Gas valve shall be provided with manual reset to prevent gas flow to pilot devices on appliances prior to restart.

CC. Furnish and install remote and self-contained refrigeration system complete with condensing unit and insulated copper refrigeration lines charged with R448A refrigerant. Condensing unit shall be interconnected to a low profile, high velocity evaporator coil. Refrigeration system shall include all fittings, valves, switches, controls and all related components to comprise a complete operating unit of sufficient BTU capacity to maintain automatic operation of 35-degree F product temperature in coolers and -10-degree F product temperature in freezers. Refrigeration system provided with outdoor remote air-cooled condensing unit shall be provided with winterized controls (low ambient package) including crankcase heater, line dryers and head pressure control unless specified as part of a pre-assembled refrigeration rack system. Refrigeration lines to be run within any slab or floor shall be either hard copper or soft copper if run within conduit.

DD. All electrical wiring, plumbing lines, gas lines (except exposed threaded pipe gas manifolds at cooking appliances), steam lines and refrigeration lines shall be concealed in the floor, walls or above the finished ceiling in an acceptable manner and in compliance with all applicable codes. Where it is impractical to run lines within the floor, walls or above the finished ceiling, lines shall be enclosed in a stainless steel (or alternate “smooth and cleanable” approved material) with appropriate access for service or replacement. In situations of an island arrangement or where equipment is not situated with access to a wall surface, lines must be installed in the floor in an approved manner including in-ground conduit for refrigeration and beverage lines. In no case shall any lines be “exposed”.

EE. Furnish materials and install all interconnecting wiring as required for the food service equipment, this shall include inter-wiring of control panels furnished as a part of a fixture or appliance, on-off switches for light fixtures furnished as a part of a fixture or appliance, inter-wiring of control devices to motors furnished as a part of a fixture or appliance, time clock circuits for freezers from remote condensing unit to evaporator coil, heated pressure relief ports in walk-in freezer, electrical receptacles furnished as a part of a fixture or appliance, light fixtures in walk-in refrigeration to on-off switches and conduit junction boxes, ceiling mounted heat lamps to remote wall switch and inter-wiring of food waste disposer from control device to disposer motor as required to complete the installation of the food service equipment. This work does not pertain to the any of the exhaust and supply ventilation systems on the project.

FF. Furnish materials and install heat tracing tape to all condensate lines within walk-in freezer; insulate entire heat tracing tape with foam pipe insulation.

GG. Furnish materials and install all interconnecting plumbing as required for the food service equipment, this shall include faucets, drains, drains with connected overflow, shut-off valves, vacuum breakers, flow or pressure control valves, gauges, bleeder tubes, piping from disposer control devise to disposer cone and disposer body inlets and piping for steam operated equipment from boiler take-off valve at steam generator to steam inlet connection at appliance as required to complete the installation of the food service equipment.

HH. Furnish materials and install insulated copper interconnecting piping between the dishmachine and the hot water booster heater, this shall include the installation of pressure and temperature gauges, strainer and shock absorber in the hot water supply line to the booster heater.

II. Furnish and install water filter assemblies, sized and of the proper type to accommodate the water flow rate and “particulate” requirement of the food service equipment; this shall include all combi and bake ovens, steam cookers, proofing cabinets, ice makers, coffee brewing equipment and soda and beverage dispensing equipment.

JJ. Furnish and install copper condensate lines in walk-in refrigeration from evaporator coil to waste receptor.

KK. Furnish and install gas supply shut-off valve at each gas manifold connection and furnish and install flexible gas hose connectors to each shut-off valve and to each cooking appliance.

LL. Furnish materials and install interconnecting chrome plated exposed piping for hose reel and hose bibs including installation of check valves and vacuum breaker in supply line; this shall include chrome plated bleeder outlet if required by local health department regulations or local plumbing codes.

1.3 WORK BY THE ELECTRICAL TRADE

A. Rough-in utility connections including proper voltage, phase and amperage required to satisfactorily operate all items of food service equipment.

B. Final connection of the food service equipment from the rough-in location to the connection point on all food service equipment and necessary connection points.

C. All electrical components for the exhaust and supply ventilation system (including condensate hoods and pant leg vent systems) including, electrical disconnects, starters, exhaust fan on-off switch with indicator lights located in kitchen and supply fan controller with indicator lights located in kitchen and dishroom.

D. Furnishing and installation of all accessories, components and fixtures other than those specified as part of the food service equipment, to include but not be limited to, electrical circuit breakers or fuses, electrical receptacles, disconnect switches, on-off switches or other fittings and appurtenances that are required to connect the food service equipment in accordance with manufacturer’s instructions and result in proper operation.

E. Utility disconnection and termination of discontinued services of existing food service equipment to be terminated.

F. Furnishing and installing electrical plug and cord sets where not furnished as part of the appliance.

G. Electrical contractors or shunt-trip circuit breakers to interrupt electrical power to all electrically operated food service cooking appliances.

H. In-floor, flush mounted, waterproof electrical receptacles of type and capacity to match plug and cord sets for all mobile food service counter equipment.

I. Ceiling mounted, retractable drop cords to accommodate food service equipment in an island arrangement, of the type and capacity to match plug and cord sets of the food service appliances.

J. Furnishing materials and installation of all interconnecting wiring as required for the food service exhaust ventilation and fire suppression systems; this shall include wiring of electrically operated gas supply shut-off valves for fire suppression systems, fire suppression system wiring to building fire alarm, heat detector electrical detection device to automatically start supply and exhaust fans and exhaust hood light fixtures to remote wall switch.

1.4 WORK BY THE PLUMBING TRADE

A. Rough-in utility connections including gas, steam, hot and cold water and floor receptors and drains in proper sizes, pressures and quantities required to satisfactorily operate all items of food service equipment.

B. Final connection of the food service equipment from the rough-in location to the connection point on all food service equipment and necessary outlets.

C. Furnishing and installation of all accessories, components and fixtures other than those specified as part of the food service equipment, to include but not be limited to stop cocks, traps, pipe, shut-off valves, pressure reducing valves or other fittings and appurtenances that are required to connect the food service equipment in accordance with manufacturer's instructions and result in proper operation.

D. Furnishing and installing chrome plated indirect waste outlet piping for food service equipment, from the waste outlet connection on the food service equipment to the building waste receptacle (floor sink, etc.).

E. Flushing and sanitizing of lines before making final connections to the food service equipment.

F. Grease interceptors for food service equipment in capacity and size as required by code.

G. Furnish and install exposed threaded gas manifold piping for all cooking appliances and welded in-wall gas manifold piping.

H. Install gas shut-off valve supplied as part of the fire suppression system in the gas supply line in an exposed and accessible location.

1.5 WORK BY THE MECHANICAL TRADE

A. Supply and exhaust ventilation for indoor refrigeration condensing units based on 750 cfm for each air-cooled compressor horsepower and 250 cfm for each water-cooled compressor horsepower.

B. Exhaust ventilation for condensate applications including fully welded 18-gauge stainless steel or 12-gauge aluminum liquid tight ductwork pitched toward source to prevent leaking, fan and start-sop switch with indicator lights located in the dishroom.

C. Exhaust hood exhaust ventilation system including roof top mounted "utility set" type up-blast centrifugal fan with backward incline wheel, adjustable sheaves, vibration mounts and bird screen at discharge end; fan shall be rated at 14 sones or less and shall be UL 710 listed; roof curb, exhaust ductwork constructed of a minimum 16 gauge galvanized steel or 18 gauge stainless steel, fully welded liquid tight with clean-outs at every major bend and in 20 foot intervals; ductwork shall not exceed a three to one aspect ratio, connection to exhaust fan shall include a UL listed and rated vibration eliminator and ductwork shall be insulated with all prevailing codes.

D. Exhaust hood supply ventilation system including roof top mounted UL listed supply fan with vibration mounts, adjustable sheaves, roof curb, bird screen at intake end, maintainable filtration system, and gas or electric heated supply air heater (supply air heater heat incoming supply air below a 65-degree F ambient temperature) and 22-gauge galvanized steel ductwork.

E. Disconnection and termination of discontinued ductwork of existing exhaust or condensate hoods to be terminated or relocated, and modification or preparation of exhaust system for existing exhaust or condensate hoods to be relocated at the new location.

1.6 WORK BY THE CONSTRUCTION TRADE

A. Masonry bases, floor curbs, structural pads, floor depressions, roof curbs, flues and fireproof duct shafts or enclosures.

B. Conduit for beverage lines (PVC if embedded in concrete or smooth aluminum if exposed) with 24" radius sweep bends and 24" x 24" pull boxes every 100 lineal feet or three turns including sleeves any through walls, floors and ceilings.

C. Sleeves and openings through wall, floors and ceilings for passage of refrigeration lines.

D. Wall blocking or reinforcing to adequately support wall mounted food service equipment or fixtures; provide 3/4" thick exterior grade plywood backing for wood stud applications and 16-gauge steel backing for metal stud applications.

E. Stainless steel or FPR wall paneling behind all mop receptors, dishtables and pot / utensil washing sinks.

F. Installation of floor pans in floor depression with floor pans set flush and finished watertight around entire perimeter at juncture with floor surface.

G. Conduit for refrigeration lines (PVC if embedded in concrete or smooth aluminum if exposed) with 24" radius sweep bends including sleeves any through walls, floors and ceiling.

1.7 WORK BY THE ROOFING TRADE

A. Roof penetrations properly sealed and flashed to prevent water penetration.

1.8 BIDDING INSTRUCTIONS AND QUALIFICATION OF BIDDER

A. The primary items of food service equipment described in this specification are considered the basis of the bid. Only “equal” items listed as part of this specification will be considered and must meet the conditions of the base bid item; this shall include all materials and material finishes, fabrication methods, electrical, plumbing, and mechanical components, electrical control devices, hardware, accessories and options, exactly as specified without exception. It will be the full and complete responsibility of the Food Service Equipment Contractor to pay any and all costs incurred in adapting any other “equal” item to the mechanical, electrical, exhaust ventilation or structural systems of the building including any other cost increase incurred as a result of engineering changes to the mechanical, electrical, exhaust ventilation, architectural, structural or food service drawings. The contract is to be awarded as follows:

1. The competence and responsibility of the bidder.
2. An itemized cost breakdown of each scheduled item of food service equipment is required, as specified, in order that the District may, at his option, delete any item or supply any portion thereof, or increase the quantity of any item without affecting the cost quoted for the remaining items. “Pre-approved” substituted items must be submitted as an add or deduct alternate in addition to the base bid.

3. The District is not obligated to accept the lowest or any other bid. The award of the contract and choice of the food service equipment Contractor shall be at the District's discretion.

B. Each bidder shall be responsible to visit the project site of the proposed work and fully acquaint himself with conditions as they exist.

C. Each bidder is responsible to attend any pre-bid meeting as required by the District.

D. Each bidder shall be responsible to examine and review the contract document drawings and specifications. Should the bidder find during examination of the drawings and specifications any discrepancies, omissions, ambiguities, or conflicts in or among the contract documents or shall be in doubt as to their meaning, the District shall be notified no later than four working days prior to bid opening for clarification.

E. The failure or omission by any bidder to receive or examine any form, instrument or document or to visit the project site shall in no way relieve him from obligation with respect to his bid. No claims for any extras will be allowed due to unintentional errors, conflicts, or omissions in the contract documents drawings or specifications.

1.9 SUBMITTALS

A. Product Data: For each buy-out item of food service equipment indicated. Include manufacturer’s model number and accessories and requirements for access and maintenance clearances, water and drainage, power or fuel and service connections including roughing-in dimensions

B. Shop Drawings: For food service equipment not manufactured as standard production and catalog items by manufacturers. Shop drawings shall include the following information:

1. Dimensioned rough-in plans scaled at 1/4"=1'-0" accurately locating connection points and indicating utility data for all mechanical, electrical and supply and exhaust ventilation requirements.
2. Dimensioned plans scaled at ½"=1'-0" accurately locating and indicating the finished size of masonry bases, floor depressions in structural slabs, stub walls, curbs and finished openings for pass-thru equipment.
3. Dimensioned plans scaled at 1/4"=1'-0" accurately locating conduit and pull boxes for beverage and refrigeration lines including floor, wall and ceiling penetrations and termination points.
4. Dimensioned plans and detailed drawings of all custom fabricated food service equipment scaled at 3/4"-1'-0" for plan and elevation views and 1-½"=1'-0" for sectional views.

C. Copies of original maintenance and repair manuals including a list of all authorized service agencies responsible for each item of food service equipment.

1.10 QUALITY ASSURANCE

A. Manufacturer’s qualifications shall include a firm that has regularly engaged in the manufacturing of food service equipment of the same type, capacity, performance and size as specified and whose products have been in similar service for not less than five years.

B. Custom fabricator qualifications for custom food service equipment shall include a skilled sheet metal shop with a minimum of five years' experience in custom sheet metal food service equipment fabrication of similar type as specified. All custom food service equipment shall be fabricated at the same shop.

C. Installer's qualifications shall include a firm with at least three years of successful installation experience on projects with a similar scope to that as required for this project.

D. Food service equipment dealers' qualifications shall include a firm which is regularly engaged in the purchasing of food service equipment as is a manufacturer authorized agent of the specified equipment for not less than five years. The dealer shall also employ a full time project management staff to oversee the purchase of the equipment in compliance with the specifications, coordinate the form and fit of the equipment to the project site conditions, attend all project meetings, coordinate shop drawing review, coordinate installation with the Trades, coordinate factory training and address all issues as they relate to the satisfactory completion of the facility in compliance with the specifications and related documentation.

E. Codes and Standards: All food service equipment furnished and installed under this specification shall be manufactured in strict compliance with the following publications or the current or revised related publication as well as all state, national and local codes and agencies having jurisdiction over same:

1. National Electrical Manufacturer Association NEMA
    a. ICS-77 Industrial Controls and Systems
2. National Electrical Manufacturer Association NEMA
    a. ICS-77 Industrial Controls and Systems
    b. 17.4 Local Application System
    c. 17.13 Water Sprinkler Systems
    d. 96-76 Installation of Equipment for the Removal of Smoke and Grease Laden Vapors for Commercial Cooking Equipment
3. National Sanitation Foundation NSF
    a. 11 76 Food Service Equipment
    b. 4 73 Commercial Cooking and Warming Equipment
    c. C-2-72 Special Equipment and/or Devices
4. National Electrical Manufacturer Association NEMA
    a. 57-78 Electric Lighting Fixtures
    b. 197-78 Commercial Electric Cooking Appliances
    c. 300 Fire Extinguishing Systems

F. All food service equipment shall be manufactured in strict compliance with standards as set forth by the National Sanitation Foundation (NSF) including fabrication of custom-built equipment and shall be listed with same and shall bear their seal. Any item of food service equipment lacking the NSF seal will be rejected.

G. All electrically operated food service equipment shall be constructed in strict compliance with standards as set forth by the Underwriters Laboratories (UL) and shall utilize approved components and assemblies and shall bear the label thereof.

H. Custom fabricated food service equipment shall be constructed to the standards as set forth by the National Association of Food Equipment Manufacturers (NAFEM).

I. All refrigeration equipment and all pressurized vessels shall be constructed, approved, inspected, registered and stamped and installed in strict compliance with the American Society of Mechanical Engineers (ASME), state and local codes for Unfired Pressure Vessels and all other agencies having jurisdiction thereof.

J. All gas operated food service equipment shall be fabricated in strict compliance with standards as set forth by the Underwriter Laboratory (UL) and shall be listed with same and shall bear their seal.

K. Steam operated equipment shall be fabricated and installed in accordance with Pennsylvania Department of Labor and Industry standards.

L. Product Options: Drawings indicate food service equipment based on the specific products indicated. Other manufacturers' equipment with equivalent size and performance characteristics may be considered.

M. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings." Review methods and procedures related to food service equipment including, but not limited to the following:

1. Review access requirements for equipment delivery.
2. Review equipment storage and security requirements.
3. Inspect and discuss condition of substrate and other preparatory work performed by other Trades.
4. Review structural loading limitations.
5. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment and facilities needed to make progress and avoid delays.

1.11 DELIVERY, STORAGE AND HANDLING

A. Deliver food service equipment as factory-assembled units with protective crating and covering.

B. Store food service equipment in original protective crating and covering and in a dry location.

1.12 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions of food service equipment installation areas by field measurements before equipment fabrication and indicate measurements on Shop Drawings and Coordination Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.13 COORDINATION

A. Coordinate equipment layout and installation with other work including light fixtures, HVAC equipment and fire-suppression system components.

B. Coordinate location and requirements of service-utility connections.

C. Coordinate size, location and requirements of concrete bases, positive slopes to drains, floor depressions and insulated floors. Concrete, reinforcement and formwork requirements are specified in Division 3 Section "Cast-in-Place Concrete".

D. Coordinate installation of roof curbs, equipment supports and roof penetrations, as specified in Division 7 Section "Roof Accessories".

1.14 WARRANTIES

A. General Warranty: The special warranty specified in this Article shall not deprive the District of other rights the District may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

B. All buy-out food service equipment herein specified shall have all parts and labor warranted in writing, from the date of Final Acceptance by the District against defective parts, materials, workmanship and design for a period of time as stated within the manufacturers standard published warranty, but no less than two years.

C. All custom fabricated food service equipment shall be warranted as stated above except for a period of two years.

D. Refrigeration equipment shall include start-up and two-year parts and labor warranty on the entire refrigeration system and manufacturers five-year parts warranty on hermetic scroll and semi-hermetic sealed compressors.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

A. Stainless steel shall be type 302 or type 304 extra low carbon non-magnetic austenitic 18% chrome, 8% nickel alloy steel. Gauges shall be U.S. Standard of Thickness set forth below:

GAUGE	THICKNESS	GAUGE	THICKNESS
10	.1346	16	.0598
11	.1196	18	.0478
12	.1046	20	.0359
14	.0747	22	.0299

B. All sheets shall be of maximum length to permit fabrication from one sheet. All thickness must meet the above gauge thickness within tolerances set forth by the ANSI after polishing. Finished sheets exceeding these tolerances shall be rejected as not meeting this Specification.

C. Galvanealled steel shall be ARMCO steel or an approved grade of copper bearing steel shall be properly primed, degreased and finished with two coats of synthetic aluminum bronze.

D. Structural steel members used for framing, consisting of angles, bands, bars and channels shall be ductile in quality, free of hard spots, runs, checks, cracks and other surface defects and shall be smooth galvanized by the hot dip process with all surplus removed, free of runs, blisters, excess splatter and uncoated spots or patches.

E. White metal shall consist of corrosion resistant metal containing not less than 21% nickel. All castings shall be rough ground, polished and buffed to a bright luster and shall be free from pit marks, runs, checks, burrs and other imperfections.

F. Stainless steel pipe and tubing shall be seamless or welded of gauge specified and of true roundness. Seamless tubing shall be thoroughly and correctly annealed and ground smooth. Welded tubing shall be thoroughly heat treated and properly quenched to eliminate carbide precipitation, drawn true to size and roundness and polished to match stainless steel sheets.

G. Welding shall be of the electric submerged or concealed arc type, heliarc wherever practical. Where welding rods are required they shall be of the same composition as materials to be joined coated with a non-carbonaceous flux.

H. Plastic Laminate: Complying with NEMA LD 3 and NSF 35 requirements; NSF certified for end-use application indicated; 0.050 inch (1.27 mm) thick, smooth texture and easily cleanable.

1. Color: As selected by Architect from manufacturer's full range of colors.

I. Plywood and Lumber: Close grain exterior grade mahogany or birch plywood.

J. Sealant: ASTM C 920; Type S, Grade NS, Class 25, Use NT. Provide elastomeric sealant NSF certified for end-use application indicated. Provide sealant that when cured and washed meets requirements of Food and Drug Administration's 21 CFR, Section 177.2600 for use in areas that come in contact with food.

1. Color: As selected by Architect from manufacturer's full range of colors.
2. Backer Rod: Closed-cell polyethylene in diameter larger than joint width.

K. Plastic: Except for plastic laminate, provide plastic materials and components complying with NSF 51.

L. Sound Dampening: NSF-certified, non-absorbent, hard drying, sound-deadening coating. Provide coating compounded for permanent adhesion to metal in 1/8-inch (3-mm) thickness that does not chip, flake or blister.

M. Gaskets: NSF certified for end-use application indicated; of resilient rubber, neoprene or PVC that is nontoxic, stable, odorless, nonabsorbent and unaffected by exposure to foods and cleaning compounds.

2.2 ACCESSORIES

A. Cabinet Hardware: Provide NSF-certified stainless-steel hardware for equipment items as indicated.

B. Casters: NSF-certified standard-duty stainless-steel swivel stem casters with 5-inch (125-mm) diameter wheels, polyurethane tires with 1-inch (25-mm) tread width and 300-lb (90-kg) load capacity per caster. Provide brakes on 2 casters per unit.

2.3 FABRICATION, GENERAL

A. All welds shall be strong and ductile, nonporous, free of pits and cracks. Parts which are to be welded shall be homogeneous, of a like color and finish to adjoining material. Excess metal and carbide precipitation shall be ground off, finished smooth and polished. Unexposed welds shall be pacified to prevent attrition. Brazed or soldered joints are unacceptable. Where galvanizing has been damaged due to the welding or grinding process, these areas shall be galvawelded to replace finish

B. All exposed surfaces of the food service equipment shall be free from bolts, screws and rivet fastenings. Wherever bolts are required they shall be of similar composition and finish as the metal to which they are applied.

C. Wherever practical all food service equipment and fixtures shall be factory or shop fabricated of one-piece construction, shipped to the project site as one unit completely assembled.

D. Items of food service equipment or fixtures too large to enter or transverse the building to the installation location in one assembly shall be constructed in sections and shall be furnished with field joints. Where field joints are necessary, all adjoining exposed surfaces shall be field welded at the project site as specified above for welding. Where conditions make welded field joints impractical, each sub-assembly shall be fabricated with off-set draw angles welded to the underside of each adjoining top surface and drawn together to a “hairline” seam with 1/4"-20 stainless steel bolts with lock washers and chrome plated acorn nuts. Bolted field joints will be permitted only where specifically shown on Drawings or specified for a particular item.

E. Wherever shear edges occur they shall be free of burrs, fins or irregular projections and shall be finished to prevent cutting or laceration when the hand is drawn over such shear edges. Brake bends shall be free of undue and where such bends do mar the uniform surface appearance of the material, such marks shall be removed by suitable grinding, polishing and finishing. In no case where miters or bullnose corners occur is overlapping materials acceptable.

2.4 GENERAL FRABRICATION STANDARDS

A. TOPS:

1. Tops shall be fabricated of 14-gauge stainless steel unless otherwise specified. All edges shall be bullnose or formed as specified with all joints butt-edged and electrically welded, ground smooth and polished so no evidence of welding will appear. Soldered corners to achieve round corner construction will not be accepted.
2. Tops adjacent to walls, columns or other equipment shall be turned up integrally into a backsplash as specified. All interior corners shall be coved on a ¾” radius, both horizontally and vertically, forming spherical corners. Ends of backsplashes shall be fully enclosed to the low point of the top edge, fully welded, ground smooth and polished.

B. SUPPORT FRAMING

1. Around the entire perimeter on the underside of all tops and set back 1" from the down-turned edge shall be a fully welded frame assembly fabricated of 1-1/2" x 1-1/2" x 1/8" stainless steel angle iron or material as specified. Provide intermediate cross bracing fabricated of the same material as the angle framing and fully weld to perimeter frame on centers not to exceed 24". Tack weld the entire frame assembly to the underside of the top surface.
2. Open base tables shall be provided with leg mounting channels for weld anchoring leg gussets and shall be fabricated of 1" x 4" x 1" 12-gauge stainless steel or material as specified fully welded at each end of frame and at intervals not to exceed 6'-0".
3. Cabinet base tables and counters shall be provided with triangular corner gusset plates for weld anchoring counter type legs and shall be fabricated of 12-gauge stainless steel fully welded at each corner of table or counter body and at intervals not to exceed 6'-0".
4. Freestanding sinks and Bain Maries shall be provided with triangular corner gusset plates for weld anchoring leg gussets and shall be fabricated of 12-gauge stainless steel, fully welded at each corner of sink or Bain Marie bottom and at intervals not to exceed 6'-0”.

C. LEGS AND ADJUSTABLE BULLET FEET

1. Legs shall be constructed of 1-5/8" diameter 16-gauge stainless steel tubing. Each leg shall be swaged and tapered at the bottom. Fasten each leg to a 3-1/2" high conical shaped die-formed stainless steel gusset equivalent to Component Hardware A20-0206. Provide each leg with stainless steel adjustable foot insert equivalent to Component Hardware A10-0852.
2. Cabinet base tables and counters shall be provided with 6" high conical shaped die-formed stainless steel equipment leg with stainless steel adjustable round foot insert equivalent to Component Hardware A72-0811.

D. CROSSRAILS

1. Provide all open base tables and freestanding sinks and bain Maries with 1-1/4" diameter 16-gauge stainless steel tubular cross railing running between legs at a point 10" above the finished floor. Cross railing shall be continuously welded to legs, filleted, ground smooth and polished to provide a smooth coved radius with leg surface.
2. Where cross railing abuts cabinet base fixtures, cross railing shall be concealed bolt anchored to same utilizing stainless-steel hardware.

E. UNDERSHELVES

1. Provide solid fixed undershelf, constructed of 16-gauge stainless steel. Front edge shall be turned down 1" at 90 degrees and returned ½" at 45 degrees. Rear and ends shall be turned up 2" high on a 90-degree angle, interior corners coved on ¾" radius.

F. DRAWERS

1. Provide drawer pan constructed of 14-gauge stainless steel with inside corners coved on a 3/4" radius. Drawer front face shall be double pan type constructed of 16-gauge stainless steel with inner pan set into outer pan and welded in place. Drawer front shall be set into and shall be removable from a 14-gauge stainless steel, channel shaped drawer cradle. Drawer suspension slides shall be secured to drawer frame assembly and shall be Component Hardware S52 series full extension type with 14-gauge stainless steel slides with stainless steel ball bearing wheels having a load capacity of 200 pounds. Provide hard rubber bumper drawer stops. Drawer suspension guides shall be fastened to 18-gauge stainless steel housing which is suspended from the angle framing under the table top. Provide drawer fronts with full grip recessed stainless steel flush pull handles.
2. Stainless steel drawer enclosure cabinet with quantity of drawers as specified with cabinet body fabricated of 18-gauge stainless steel, wrap around construction. The backs of front stiles shall be closed with tight fitting channel sections of 18-gauge stainless steel, welded in place, and closed on top and bottom. Drawer suspension slides shall be secured to drawer frame assembly and shall be Component Hardware S52 series full extension type with 14-gauge stainless steel slides with stainless steel ball bearing wheels having a load capacity of 200 pounds. Provide hard rubber bumper drawer stops. Provide drawer fronts with full grip recessed stainless steel flush pull handles.

G. CABINET BASES

1. Cabinet body shall be fabricated of 18-gauge stainless steel wrap around construction. The backs of front stiles shall be closed with tight fitting channel sections of 18-gauge stainless steel, welded in place and closed on top and bottom.
2. Cabinet base shelves shall be fixed bottom and intermediate fabricated of 18-gauge stainless steel. Front edge shall be turned down 1 1/2" at 90 degrees, returned 1/2" at 90 degrees. Rear and ends shall be turned up 2" at 90 degrees with interior corners coved on a ¾" radius. Shelf shall be weld anchored to cabinet body. Bottom shelf shall be

fabricated flush with front mullions with fully welded facing junctures presenting seamless construction. Fixed intermediate shelves shall be designed similar to bottom shelf except front edge shall be set behind vertical mullions and fully welded thereto.

H. SLIDING DOORS

1. Sliding doors shall be double pan type constructed of 16-gauge stainless steel with inner pan set into outer pan and welded in place. Doors shall have welded internally 1" x 4" x 1" 14-gauge stainless steel hat type reinforcing channels. Doors shall be fitted with full grip, recessed type stainless steel flush pull handles. Provide 16-gauge stainless steel angle door stops welded to door. Provide hard rubber door stops. Provide each door with two, 1 3/8" diameter stainless steel ball bearing sheaves fastened to 1" x 1/8" thick stainless-steel bar stock hangers welded to top corners of each door for suspending on overhead door channel track. Provide hangers with stainless steel removable locks to prevent doors from jumping track during operation while permitting ease of removal. Fabricate overhead track of 14-gauge stainless steel and weld to cabinet body. Provide bottom of doors with nylon door guides secured to bottom shelf. Guides shall not interfere with door removal.

I. HINGED DOORS

1. Hinged doors shall be double pan type constructed of 16-gauge stainless steel with inner pan set into outer pan and welded in place. Hinges shall be stainless steel cam action pin type fastened by means of counter sunk flat head stainless steel screws staggered on centers and tapped into 1/4" thick stainless-steel bar stock welded behind door jamb. Doors shall be removable from hinges without the use of tools. Doors shall be held closed by permanent magnet closure devices. Doors shall be fitted with a full grip recessed type stainless steel flush pull handle. Provide hard rubber door stop bumpers.

J. SINKS

1. Sinks shall be fabricated of 14-gauge stainless steel with all interior corners coved on a ¾” radius both horizontally and vertically forming spherical corners.
2. Exposed edges of sink shall be finished with a 1 ½" diameter 180 degree rolled edge, rear and sides adjacent to adjoining surfaces shall have a backsplash turned up 10" high at a 90-degree angle on a ¾” radius and turned back 2 ½" on a 45-degree angle, then down ½" at 90 degrees along back.
3. Multiple sink compartments shall be divided with double wall 14-gauge stainless steel partitions 1" wide rounded on top and all corners at a ¾” radius. Finish bottom, back and front with 14-gauge stainless steel to form one continuous sink with no overlapping joints or open spaces between sink compartments.
4. Integral drainboards shall be constructed of 14-gauge stainless steel. The front portion shall continue the 1 ½" diameter 180 degree rolled rim of the sink bowl on a continuous level horizontal plane. The surface of the drainboard shall be pitched from 2 ½" at the end away from the sink to 3" at the sink bowl. Sink and drainboard backsplash shall be continuous and level on the horizontal plane. All interior corners both vertical and horizontal shall be coved on a ¾” radius. Drainboards shall be reinforced with 1" x 4" x 1", 12-gauge stainless steel “hat” channels extending front to rear tack welded to underside of drainboard for weld anchoring leg gussets.
5. Provide crossrails extending front to rear between legs, crossrails shall not extend along rear at sink to prevent interference with plumbing.
6. Built-in sink compartments shall be fabricated as an integral part of fixture with sink fully welded with adjacent top, weld ground smooth and polished.

K. MILLWORK

1. Millwork fabricator shop shall be a certified participant in AWI's Quality Certification Program (QCP) to standard "Premium" construction.
2. Tops shall be fabricated of 3/4" thick 5-7 ply BW marine grade plywood build up to a 1 ½" thickness. All plastic laminate finished edges shall be applied prior to the surface laminate. Provide cross bracing around entire perimeter below tops and above all interior dividers to minimize deflection from equipment. Tops shall be fabricated in sections as large as possible to minimize field seams. Field seams shall be assembled utilizing TB-2 yellow glue. The bottom surfaces of all tops must be sealed with gray cabinet liner to comply with Board of Health requirements. Cut-outs for drop-in equipment shall be cut in the shop and with all edges sealed. All drop-in equipment shall be pre-fitted in top prior to delivery to the job site. All drop-in equipment shall be sealed with General Electric or equivalent clear silicon sealer after installation. Hardwood edges shall be applied prior to surface laminate. All hardwood to match for color and grain. Edges to be chamfered and finished as specified. Solid surface tops shall receive full plywood substrate with 3/4" x 3" batons for proper air space. All tops shall be prepared for installation of sneeze guards including additional blocking and / or cutouts.
3. All cabinet base and interiors shall be fabricated of 3/4" thick 5-7 ply marine grade plywood with high-pressure laminate finish. Recessed toe base shall be 6" high fabricated of 3/4" thick 5-7 ply marine grade plywood with 16-gauge stainless steel finish. Shelf pilasters to be recessed type 250WH with 253WH locking clips. Cabinet backs shall be fabricated of 1/4" thick MELA-MDF board. Cabinet ends to be dadoed for back and bottom and notched to receive aprons and kicks. Butt or dowel construction will not be acceptable. Cabinets shall be assembled with TB-2 yellow glue with screws and staples. Cabinets with finished backs shall be fabricated of 3/4" thick 5-7 marine grade plywood with high-pressure laminate finish. Cabinets over 48" in length shall have interior dividers. Dividers shall be dadoed into the bottom and notched for aprons. Dividers shall be notched as required for equipment. Aprons shall be large enough to conceal drop-in equipment and also to house control panels. Cabinet bases shall be fabricated in sections as large as possible to minimize field seams.
4. Doors shall be fabricated of 3/4" thick MDF board with high-pressure laminate finish and shall be furnished with three BLUM 75M5580 or 75M5680 European style concealed hinges. Door pulls shall be Hafele 116.39.437. Locks where required shall be cam style, keyed alike. Doors shall not exceed 27" in width and shall be of equal size.
5. Drawers shall be constructed of 3/8" thick birchwood with dove tail joinery. Drawer slides shall be Accuride 150 lb. full extension type with stainless steel ball bearing hardware.
6. Applied wood fascia panels and doors shall be stile and rail design. Panels to be recessed or raised as specified. All wood to be select for color and grain. Finish shall match stock color samples or custom to match furnished sample. All panels and doors to be equally sized per cabinet. Provide full wood louvered panels as required for equipment requiring air circulation. Finish all wood with stain followed by single coat of sealer. After sealer, apply one layer of Armourcote conversion varnish approved for use in food service with 55% gloss.

L. SOLID AND HARD SURFACE MATERIAL ("CORIAN" / "ZODIAQ")

1. Provide counter top, tray slide, etc. of approved solid surface material. Material shall be fabricated and assembled per manufacturers approved methods utilizing a factory authorized and certified fabricator and installer. The edges of the top shall be formed as indicated on the food service and architectural detail drawings, routed and finished as directed. Openings shall have radius corners and shall be reinforced with additional material. Where drop-in appliances are to set on tops, the fixture shall be furnished with a ¾" thick marine grade plywood sub-top fabricated with a perimeter frame extending through the opening in the top preventing the appliance from setting directly on the solid surface material and allowing the sub-top to distribute the weight of the appliance. Where heated appliances are to set on the top the sub-top is to be fabricated as above to prevent heat from being in direct contact with the solid surface top; additional fiberboard

insulation material is to be provided where transfer of radiated heat will contact any solid surface material

M. PAINTING

1. Galvanized steel shall be cleaned and degreased with mineral spirits, primed with a minimum of two coats of primer and spray finished with a minimum of two coats of gray epoxy enamel paint

N. LAMINATED PLASTIC

1. All exposed surfaces shall be faced with 1/16" thick high-pressure plastic laminate in color and pattern as specified.
2. All unexposed surfaces shall be faced with .020 or .030 gray thermoset decorative overlay.
3. Where the plastic laminate is to be bonded to removable or fixed panels the panels shall be fabricated of 3/4" thick close grain marine grade mahogany or birch plywood with surfaces bonded with waterproof glue.
4. Where the plastic laminate is to be bonded directly to the metal facing of a cabinet base table or counter, surfaces shall be bonded with contact adhesive.

O. CLOSURE TRIM

1. Provide closure trim pieces fabricated of 16-gauge stainless steel or of material and finish as specified, trim shall be one-piece constructions furnished to seal both horizontal and vertical junctures and openings

2.5 STAINLESS STEEL FINISHES

A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal products" for recommendations relative to applying and designating finishes.

1. Remove or blend tool and die marks and stretch lines into finish.
2. Grind and polish surfaces to produce uniform directional textured polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.

B. Concealed Surfaces: Minimum of 80 grit finish.

C. Exposed Surfaces: No. 4 finish (bright, directional polish) of 180 grit.

D. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

E. Protect mechanical finishes on exposed surfaces from damage by applying a strippable temporary protective covering before shipment.

2.6 STANDARDS FOR EXISTING EQUIPMENT

A. The food service equipment contractor shall examine each item of food service equipment specified as existing to be reused prior to his submission of his bid to ascertain proper fit and alignment in its proposed location, inspect for any physical damage and to determine the present operational performance and condition of each item or any component thereof and

submit to the Owner as part of his bid the extent of repairs or replacement parts, required to recondition the entire unit for satisfactory operation.

B. The food service equipment contractor shall disassemble each existing item to be reused, clean, service and recondition including any transport for reconditioning if required at any service agency or shop, redeliver or relocate at the project site to the new location, set-in-place, align and secure in its new location and assemble any fixtures, components and sub-assemblies, left ready for final utility connections by the Trades.

1. Cleaning of the food service equipment shall include a thorough scrapping and steam cleaning to remove scale and all foreign material.
2. Repainting of all fabricated and buy-out items having worn or scarred exposed surfaces that are not stainless steel materials. Repainting shall be a minimum of two coats of original paint or touched-up as required.
3. Repair any damage incurred during relocation or transit such as dents, cracks or broken welds.
4. Replacement of door gaskets and seals and realignment for proper operation.
5. Replace non-functioning condensate evaporators in refrigerators.
6. Replacement of broken door hinges, drawer slide assemblies, door and drawer handles, door pans or lock assemblies.
7. Servicing and cleaning of all condensing units, (vacuum and comb), evaporator coils, expansion valves, etc. setting and adjusting of all temperature controls to maintain normal operating temperature and charging of the refrigeration system with proper refrigerant. Refrigeration systems to be re-used shall be recharged with proper refrigerant or converted to an acceptable code compliant refrigerant.
8. Replace or repair all plumbing components as required including faucets and waste outlets with fixtures of similar type and manufacturer.
9. Pump-down of all refrigeration systems to be discontinued or relocated and re-claiming and disposal of all refrigerant and toxic materials as necessary.

C. The following work shall be included as part of this contract on specified items or as required by the Owner or as determined or recommended as necessary during the site inspection.

1. Repair or replacement of all materials or parts to correct any gas, steam or electrically operated cooking appliance including power generation devices such as boilers and related mechanical and electrical heating and control components and devices.
2. Remove, sharpen and reinstall all cutting blades on all cutting machinery including slicers, food cutters and food choppers.
3. Recondition and lubricate electric motors and transmission devices, replacing worn or damaged gears, drive belts, etc. and repacking or replacing oil with proper type as recommended by the manufacturer.
4. Inspecting, cleaning and upgrading of exhaust ventilation systems including fire protection systems and components. Exhaust hood shall be steam cleaned and chemically treated to remove all traces of grease and foreign material, painted exhaust hoods shall be primed and repainted with a minimum of two coats of primer and fire resistant paint, filters shall be replaced with grease extractor type filters to match design air volume requirements and fusible links shall be replaced with proper heat values. Fire system shall be inspected and recharged to full operational condition. Fire system nozzles and related piping and fittings shall be relocated and reworked to accommodate the new equipment arrangement with nozzle heads replaced as required. All ductwork shall be inspected to assure compliance with present codes and statutes with all ductwork thoroughly cleaned. Air movement shall be measured for proper air quantities and velocities and conditions corrected to meet proper requirements. All conditions of the existing exhaust ventilation and fire protection system shall be in compliance with all current prevailing codes, statutes and NFPA requirements.

D. All nameplates are to be left completely legible.

E. Existing equipment to be reused shall have all utilities disconnected, terminated, or capped-off by the Plumbing, Electrical and Mechanical (HVAC) Trades.

F. Plumbing, Electrical and Mechanical (HVAC) Trades shall provide all mechanical, electrical and HVAC services as required and provide final connection to same at the new site location.

G. Final determination and verification of Plumbing, Electrical and Mechanical (HVAC) requirements for all existing food service equipment to be reused is the responsibility of the Mechanical and Electrical Engineer. Provisions for relocated utility requirements shall conform to current codes and statutes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions with Installer for compliance with requirements for installation tolerances, service-utility connections and other conditions affecting installation and performance of food service equipment. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. Examine roughing-in for piping, mechanical and electrical systems to verify actual locations of connections before installation

3.2 INSTALLATION

A. Set each item of fixed food service equipment securely in place, level and adjust to correct height. Anchor to supporting surface where required for sustained operation and use without shifting or dislocation. Provide concealed anchoring where possible. Adjust work surfaces to a level tolerance of 1/16" maximum offset and slope drainage surfaces at 1/16" per foot.

B. Complete field assembly of field joints by welding or bolting utilizing the method as indicated with the fixture. Grind all field welds smooth and polish. Set and trim all gaskets to be installed as part of field assembly.

C. Treat enclosed spaces that are inaccessible after food service equipment installation by covering all horizontal surfaces with powdered borax at a rate of 4 ounces per square foot.

D. Provide closure trim pieces fabricated of 16-gauge stainless steel or of material and finish as specified, trim shall be one-piece construction furnished to seal both horizontal and vertical junctures and openings where the conditions given below occur:

1. Food service equipment is installed into wall openings. Trim shall apply to both sides of wall opening with all corners fully welded, ground smooth and polished.
2. Two or more items of food service equipment are butted together.
3. Food service equipment is installed against wall, columns other equipment resulting in a gap or juncture exceeding 1/4" in width.
4. An open gap of any size between the juncture or joint between adjoining items of food service equipment, wall or column surfaces which might result in the penetration or collection of grease or vermin.

E. Provide cut-outs and openings in food service equipment as required to extend plumbing, electric, steam or gas lines through the food service equipment either for interconnection of utility lines or final connection.

F. Seal around each item of food service equipment with sealant for gaps or spaces less than 1/4" in width and with stainless steel trim for gaps or spaces exceeding 1/4" in width. Closure strips shall conform to the shape and size of the surfaces or juncture to be sealed and shall be neatly scribed for a tight fit.

3.3 PROTECTION AND CLEANING

A. Provide final protection and maintain conditions in a manner acceptable to District, Manufacturer and Installer that ensure food service equipment is without damage or deterioration at the time of Substantial Completion.

B. After completion of the food service equipment installation and completion of other major work in the food service area remove protective coverings and clean and sanitize all food service equipment both internally and externally. Restore exposed and semi-exposed finished to remove abrasions or other surface damage, polish exposed metal surfaces and touch-up painted surfaces. Replace work which cannot be successfully restored.

3.4 COMMISIONING

A. Delay start-up of the food service equipment until utility services have been installed, completed and tested, balanced and adjusted for pressure and voltage, and until water and steam lines have been treated and cleaned for sanitation. Before start-up of the food service equipment lubricate in accordance with manufacturer’s instructions.

1. Coordinate food service equipment startup with service-utility testing, balancing and adjustments. Do not operate steam lines before they have been cleaned and sanitized.

B. Provide on-site demonstration and formal technical training by the manufacturer’s technical representative for each item of food service equipment as required to instruct the District and its personnel in the safe operation and sanitation and maintenance of the food service equipment.

C. Test each item of food service equipment for proper operation.

1. Repair or replace equipment that is defective in operation including units that operate below required capacity or that operate with excessive noise or vibration.
2. Test refrigeration equipment’s ability to maintain specified operating temperature under heavy-use conditions. Repair or replace equipment that does not maintain specified operating temperature.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
4. Test motors and rotating equipment for proper rotation and lubricate moving parts according to manufacturer’s written instructions.
5. Test water, drain, gas, steam, oil, refrigerant and liquid-carrying components for leaks. Repair or replace leaking components.
6. Train District’s maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing and preventive maintenance for each food service equipment item.
7. Review data in the operation and maintenance manuals. Refer to Division 1 Section “Contract Closeout”.

8. Review data in the operation and maintenance manuals. Refer to Division 1 Section “Operation and Maintenance Data”.
9. Schedule training with District through Construction Manager with at least seven days advance notice.

3.5 SCHEDULE OF EQUIPMENT

A. Equipment Schedule: Refer to all Contract Documents pertaining to the food service areas. Equipment itemized along with brands and model numbers and salient features establish the standard for construction, operation and engineering criteria.

B. Equipment indicated below is intended to establish the standard of quality of the food service equipment. Alternate “Equal” products by other manufacturers may be considered if equivalent in design, performance, durability and function.

C. This document is the intellectual property of Corsi Associates and as such use by any other entity is prohibited.

ITEM #S-01	REFRIGERATED SELF-SERVE MERCHANDISER
Quantity:	Three (3)
Manufacturer:	Federal Industries / Structural Concepts / RPI
Model:	RSSM-360SC
Options:	Cord and plug Condensate evaporator 36” Hinged rear access doors Stainless steel interior LED Lights below shelves Black trim Reflective end glass Security night cover, black polycarbonate, removable Slanted milk crate insert Rear condensing unit air discharge 2-1/2” Casters Exterior mounted digital thermometer

ITEM #S-02	COLD FOOD, SERVING COUNTER
Quantity:	Three (3)
Manufacturer:	Delfield / LTI / Atlas
Model:	KCSC-50-BP
Options:	34" height F Line-up interlock device ST Trim strip B-50 Tray Slide, drop down design, solid, 12", “V” ridge, stainless steel SG24-B Tray Slide, drop down design, solid, 12" extended stainless steel “V” ridge Fold down cutting board
Sup Info:	Trayslide to be shipped loose and to have modified brackets so trayslide can be mounted on a low wall. Verify trayslide lengths as they are greater than the length of the cashier counter.

ITEM #S-03	SNEEZE GUARD ASSEMBLY
Quantity:	Three (3)
Manufacturer:	BSI / Premier Brass / English
Model:	ZG9930-5
Options:	Size and shape as per plan

	Stainless steel tubing Brushed aluminum 3/8" Tempered glass 1" radius corner End panels where needed 2580 Slimline Light SSU5-N Stainless Steel undercounter mount
ITEM #S-04	FLAT TOP, SERVING COUNTER
Quantity:	Two (2)
Manufacturer:	Delfield / LTI / Atlas
Model:	KC-28
Options:	F Line-up interlock device ST Trim strip, stainless steel B-36 Tray slide, drop down design, solid, 12", “V” ridge, stainless steel SG24-B Tray slide, drop down design, solid, 12" extended stainless steel “V” ridge
Sup Info:	Trayslide to be shipped loose and to have modified brackets so trayslide can be mounted on a low wall. Verify trayslide lengths as they are greater than the length of the cashier counter.
ITEM #S-05	HOT FOOD, SERVING COUNTER
Quantity:	Three (3)
Manufacturer:	Delfield / LTI / Atlas
Model:	KH-3
Options:	34” height F Line-up interlock device ST Trim strip B-50 Tray Slide, drop down design, solid, 12", “V” ridge, stainless steel SG24-B Tray Slide, drop down design, solid, 12" extended stainless steel “V” ridge Fold down cutting board
Sup Info:	Trayslide to be shipped loose and to have modified brackets so trayslide can be mounted on a low wall. Verify trayslide lengths as they are greater than the length of the cashier counter.
ITEM S-#06	SNEEZE GUARD
Quantity:	Three (3)
Manufacturer:	BSI / Premier Brass / English
Model:	ZG9930
Options:	Size and shape as per plan Stainless steel tubing Brushed aluminum 3/8" Tempered glass 1" radius corner End panels where needed 605 Stealth warmer & light combo SSU5-N Stainless steel undercounter mount
ITEM #S-07	CASHIER COUNTER
Quantity:	Three (3)
Manufacturer:	Delfield / LTI / Atlas
Model:	KCS-30
Options:	SG34-A Cash drawer insert F Line-up interlock device ST Trim strip, stainless steel B-36 Tray slide, drop down design, solid, 12", “V” ridge, stainless steel SG24-B Tray Slide, drop down design, solid, 12" extended stainless steel “V” ridge

	Pedestal mount receptacle in base cabinet Data receptacle in base cabinet
Sup Info:	Trayslide to be shipped loose and to have modified brackets so trayslide can be mounted on a low wall. Verify trayslide lengths as they are greater than the length of the cashier counter.
ITEM #S-08	P.O.S. W/ CASH DRAWER
Quantity:	Three (3)
Sup Info:	Not in Foodservice Equipment contract, furnished by the district.
ITEM #S-09	MILK COOLER
Quantity:	One (1)
Manufacturer:	Continental / Victory / True
Model:	MC3-SS-S
Options:	50182 Foot pedal, floor lock
ITEM #S-10	HAND SINK
Quantity:	One (1)
Manufacturer:	Eagle Group / Advance Tabco / John Boos
Model:	HSA-10-FAW
Options:	307120 Wrist action handles 318496 Paper towel dispenser 300602 Soap dispenser LRS Left, right, and rear splashes
Sup Info:	Furnish stainless steel mounting hardware of proper type for wall construction and to sustain weight while in use. Construction Trade shall provide wall blocking as required for mounting. Food Service Kitchen Equipment Contractor to verify soap dispenser and paper towel dispenser type with the owner.
ITEM #S-11	TRASH RECEPTACLE
Quantity:	One (1)
Manufacturer:	Rubbermaid / Continental Carlisle
Model:	FG354060GRAY
Options:	FG267360GRAY Lid
ITEM #X-01	EXISTING MILK COOLER
Quantity:	One (1)
Sup Info:	Refer to Specification Section 2.6, Standards for Existing Equipment; survey the existing item of equipment to be reused to determine the extent of reconditioning or repairs necessary to place equipment in proper working order.
ITEM #X-02	EXISTING MILK COOLER
Quantity:	One (1)
Sup Info:	Refer to Specification Section 2.6, Standards for Existing Equipment; survey the existing item of equipment to be reused to determine the extent of reconditioning or repairs necessary to place equipment in proper working order.

END OF SECTION 114000

SECTION 12 2413
WINDOW TREATMENT – ROLLER SHADES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Faberic replacement for existing manual roller shades at exterior glazed windows.

1.02 REFERENCES

A. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi

B. NFPA 701 - Fire Tests for Flame-Resistant Textiles and Films.

1.03 SUBMITTALS

A. Submit under provisions of Section 013000.

B. Roller Shade Faberic:
   1. Product Data
   2. Samples: (2) 4 by 4 inch Faberic Sample.

C. Product data: Provide manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
   3. Storage and handling requirements and recommendations.
   4. Mounting details and installation methods.

D. Shop Drawings: Show location and extent of roller shades. Include elevations and dimensions.

E. Maintenance Data: Include in maintenance manuals:
   1. Methods for maintaining roller shades/blinds and finishes.
   2. Precautions about cleaning materials and methods that could be detrimental to fabrics, finishes, and performance.
   3. Operating hardware.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has successfully completed and serviced installations similar in scope to that indicated for this Project.

B. Source Limitations: Obtain each type of window treatment through one source from a single manufacturer.

C. Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi ATCC9642, ATCC 9644, ATCC9645.

D. Fire-Test-Response Characteristics: Provide window treatment materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
   1. Flame-Resistance Ratings: Passes NFPA 701.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver in factory packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated on Drawings and in window treatment schedule.

1.06 PROJECT CONDITIONS

A. Environmental Limitations: Do not install window treatment until construction and wet and dirty finish work in spaces, including painting, is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

B. Field Measurements: Where roller shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operable glazed units' operation hardware throughout the entire operating range. Notify Architect of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.07 WARRANTY

A. Products: Minimum 10 years from substantial completion or manufacturer’s standard warranty.

B. Installation: One year from substantial completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Approved Manufacturer: This Specification is based on products as indicated under individual product descriptions.

2.02 MANUAL ROLLER SHADES

A. Basis of specification
   1. Basis of Design: MechoShade Systems, Inc.
   2. Roller shade assembly: Existing
      a. MechoShade: MechoShade/5
   3. Color: 6010 Nickel

2.03 ROLLER SHADE FABERIC

A. Basis of Design: MechoShade Systems, Inc (Match Existing)
   1. Window Treatment Fabric:
      a. EuroTwill Reverible Weave 6000 Series.
      b. Openess Factor: 3%
      c. Color: 6010 Nickel
   2. Direction of Roll: Regular, from back of roller.
   3. Bottom Bar: Steel or extruded alumninum. Provide concealed, by pocket of shade material, internal-type bottom bar with concealed weight bar as required for smooth properly balanced shade operation.
   4. Shade operation: Manual - with continuous loop bead chain, clutch, and cord tensioner and bracket lift operator.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 ROLLER SHADE INSTALLATION AND ADJUSTING

A. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches to interior face of glass. Allow clearances for window operation hardware.

3.03 CLEANING AND PROTECTION

A. Clean roller shade surfaces after installation, according to manufacturer's written instructions.

B. Remove surplus materials, rubbish, and debris resulting from installation upon completion of work, and leave areas of installation in neat, clean condition.

C. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, which ensure that roller shades are without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 12 3400
LAMINATE CLAD CASEWORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Fixed modular laminate clad casework and components.

B. Countertops and backsplashes.

1.02 RELATED SECTIONS

A. Section 06100: Blocking within walls where indicated.

B. Section 09 6500 - Resilient Flooring: Base molding.

C. Section 12 3600: Countertops

1.03 DEFINITIONS

A. Identification of casework components and related products by surface visibility.
   1. Open Interiors: Any open storage unit without solid door or drawer fronts, units with full glass insert doors and/or acrylic doors, and units with sliding solid doors.
   2. Closed Interiors: Any closed storage unit behind solid door or drawer fronts.
   3. Exposed Ends: Any storage unit exterior side surface that is visible after installation.
   4. Other Exposed Surfaces: Faces of doors and drawers when closed, and tops of cabinets less than 72 inches above furnished floor.
   5. Semi-Exposed Surfaces: Interior surfaces which are visible, bottoms of wall cabinets and tops of cabinets 72 inches or more above finished floor.
   6. Concealed Surfaces: Any surface not visible after installation.

1.04 QUALITY ASSURANCE

A. Manufacturer: Minimum of 5 years experience in providing manufactured casework systems for similar types of projects, produce evidence of financial stability, bonding capacity, and adequate facilities and personnel required to perform on this project.

B. Manufacturer: Provide products certified as meeting or exceeding ANSI-A 161.1-2000 testing standards.

1.05 SUBMITTALS

A. Comply with Section 01300, unless otherwise indicated.

B. Product Data: Manufacturer’s catalog with specifications and construction details.

C. Shop Drawings: Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware, and installation procedures, plus the following specific requirements.
   1. Include section drawings of typical and special casework, work surfaces and accessories.
   2. Indicate locations of plumbing and electrical service field connection by others.

D. Component samples: Two sets of samples for each of the following:
   1. Decorative laminate color charts.
   2. PVC edgings.

1.06 PRODUCT HANDLING

A. Deliver completed laminate clad casework, countertops, and related products only after wet operations in building are completed, store in ventilated place, protected from the weather, with relative humidity range of 25 percent to 55 percent.

B. Protect finished surfaces from soiling and damage during handling and installation with a protective covering.

1.07 JOB CONDITIONS

A. Environmental Requirements: Do not install casework until permanent HVAC systems are operating and temperature and humidity have been stabilized for at least 1 week.
   1. Manufacturer/Supplier shall advise Contractor of temperature and humidity requirements for architectural casework installation areas.
   2. After installation, control temperature and humidity to maintain relative humidity between 25 percent and 55 percent.

B. Conditions: Do not install casework until interior concrete work, masonry, plastering and other wet operations are complete.

1.08 WARRANTY

A. All materials and workmanship covered by this section will carry a five (5) year warranty from date of acceptance.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

A. Approved Manufacturers:
   1. Basis of specification: TMI Systems Design Corporation.
   2. LSI
   3. Case Systems

B. Substitution: See Section 01600 . Other manufacturers shall comply with the minimum levels of material and detailing indicated on the drawings or as specified.

2.02 MATERIALS

A. Core Materials:
   1. Certified Particleboard: SCS Certified 100% pre-consumer recycled wood fiber particleboard with no Urea Formaldehyde added during the manufacturing process.
      a. Up to 7/8 inch thick: Industrial Grade average 47-pound density meeting ANSI A 208.1-1999, M-3 requirements.
      b. 1 inch think: Industrial Grade average 45-pound density meeting ANSI A 208.1-1999, M-2 requirements.
      c. MR Moisture Resistant Particleboard: Average 47-pound density particleboard, ANSI A208.1 1-1999, M-3.
   2. Medium Density Fiberboard 1/4 inch thick: Average 54-pound density grade, ANSI A208.2.

B. Decorative Laminates: GREENGAURD Indoor Air Quality Certified
   1. High-pressure decorative laminate VGS (.028), NEMA Test LD 3-2005.
   2. High-pressure decorative laminate HGS (.048), NEMA Test LD 3-2005.
   3. High-pressure decorative laminate HGP (.039), NEMA Test LD 3-2005.
   4. High-pressure cabinet liner CLS (.020), NEMA Test LD 3-2005.
   5. High-pressure backer BKH (.048), (.039), (.028), NEMA Test LD3-2005.
   6. Thermally fused melamine laminate, NEMA Test LD 3-2005, color matched with White.

C. Laminate Color Selection: Maximum 1 color per unit face and 12 colors per project. Refer to Finish Schedule.

D. Edging Materials:

1. Cabinet Body: 1mm PVC banding, machine applied.
2. Door and counter edges: 3mm PVC banding, machine applied and machine profiled to 1/8 inch radius.

2.03 SPECIALTY ITEMS

A. Support Members:
   1. Countertop support brackets: Epoxy powder coated, 11 gauge steel with integral cleat mount opening and wire management opening.
   2. Undercounter support frames: Epoxy powder coated.
   3. Legs: Epoxy powder coated.

2.04 CABINET HARDWARE

A. Hinges:
   1. Concealed 125 degree hinge, full overlay.
      a. Doors 48 inches and over in height have 3 hinges per door.
      b. Magnetic door catch with maximum 5 pound pull provided, attached with screws and slotted for adjustment.

B. Pulls:
   1. Door and drawer front pulls are rectangular, semi-recessed, injection molded plastic, screw fastened. Pull design shall comply with the Americans with Disability Act (ADA).

C. Drawer Slides:
   1. Regular, knee space and pencil: 100-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self-closing feature.
      a. Paper storage, 150-pound load rated epoxy coated steel slides.
   2. File: Full extension: 150-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self-closing feature.

D. Adjustable Shelf Supports:
   1. Injection molded transparent polycarbonate shelf supports friction fit into cabinet end panels and vertical dividers, adjustable. Shelf support have minimum 2 integral support pins to interface pre-drilled holes, and to prevent accidental rotation of support. The support shall adapt to 3/4 inch or 1 inch thick shelving and provides non-tip feature for shelving. Supports may be field fixed if desired. Structural load to 1200 pounds (300 pounds per support) without failure.

E. Locks:
   1. Removable core, disc tumbler, cam style lock with strike. Lock for sliding 3/4 inch thick doors is a disc type plunger lock, sliding door type with strike.
   2. Elbow catch or chain bolt used to secure inactive door on all locked cabinets.

2.05 FABRICATION:

A. Fabricate casework, countertops and related products to dimensions, profiles, and details shown.

B. All casework panel components sized/cured to be precisely finished in size and squareness to within 0.010 inches, ensuring strict dimensional quality and structural integrity in the final fabricated product.

C. Cabinet Body Construction:

1. Tops and bottoms shall be glued and doweled to cabinet sides and internal cabinet components such as fixed horizontals, rails and verticals.
   a. Tops, bottoms and sides of all cabinets are particleboard core.
   b. Tops, bottoms and sides of sink base units are moisture resistant particleboard core.
2. Cabinet backs: 1/4 inch thick medium density fiberboard panel fully captured by the cabinet top, bottom and side panels. Finish to match cabinet interior. 3/4 inch x 4 inch particleboard rails will be placed behind the back panel at the top and bottom, and doweled to the sides utilizing 10mm hardwood fluted dowels. A third intermediate rail will be included on all cabinets taller than 56 inches. Utilize hot melt glue to further secure back and increase overall strength.
3. Fixed base and tall cabinets shall have factory mounted bases of 3/4 inch thick exterior grade plywood. Base is nominal 4 inch high unless otherwise indicated on the drawings.
4. Base units, except sink base units: Full sub-top. Sink base units are provided with open top and a stretcher at the front, attached to the sides. Back to be split removable access panel.
5. Side panels and vertical dividers shall receive adjustable shelf hardware. Mount door hinges, drawer slides and pull-out shelves in the line boring for consistent alignment.
6. Exposed and semi exposed edges.
   a. Edging: 1mm PVC.
7. Adjustable shelf core: 3/4 inch thick particleboard up to 36 inches wide, 1 inch thick particleboard over 36 inches wide.
   a. Front edge: 1mm PVC.
8. Interior finish, units with open Interiors:
   a. Top, bottom, back, sides, horizontal and vertical members, and adjustable shelving faces with VGS high-pressure decorative laminate.
9. Interior finish, units with closed Interiors:
   a. Top, bottom, back, sides, horizontal and vertical members, and adjustable shelving faces with thermally fused melamine laminate.
10. Exposed ends:
    a. Faced with VGS high-pressure decorative laminate.
11. Wall unit bottom:
    a. Faced with thermally fused melamine laminate.
12. Balanced construction of all laminated panels is mandatory. Unfinished core stock surfaces, even on concealed surfaces (excluding edges), are not permitted.

D. Drawers:
   1. Sides, back and sub front: Minimum 1/2 inch thick particleboard, laminated with thermally fused melamine doweled and glued into sides. Top edge banded with 3mm PVC.
   2. Drawer bottom: Minimum 1/2 inch thick particleboard laminated with thermally fused melamine, screwed directly to the bottom edges of drawer box.
   3. Paper storage drawers: Minimum 3/4 inch thick particleboard sides, back, and sub front laminated with thermally fused melamine. Minimum 1/2 inch thick particleboard drawer bottoms screwed directly to the bottom edges of the drawer box. Provide PVC angle retaining bar at the rear of the drawer.

E. Door/Drawer Fronts:
   1. Core: 3/4 inch thick particleboard except at sink units which is 3/4 inch thick moisture resistant particleboard.
   2. Provide double doors in opening in excess of 24 inches wide.

3. Faces:
   a. Exterior: VGS High-pressure decorative laminate.
   b. Interior: High-pressure cabinet liner CLS.
4. Door/drawer edges: 1mm PVC, external edges and outside corners machine profiled to 1/8 inch radius.

F. Miscellaneous Shelving:
1. Core material: 3/4 inch or 1 inch thick particleboard.
2. Exterior: VGS High-pressure decorative laminate.
3. Edges: 3mm PVC, external edges and outside corners machine profiled to 1/8 inch radius.

PART 3- EXECUTION

3.01 INSPECTION:

A. The casework contractor must examine the job site and the conditions under which the work under this section is to be performed, and notify the building owner in writing of unsatisfactory conditions. Do not proceed with work under this Section until satisfactory conditions have been corrected in a manner acceptable to the installer.

3.02 PREPARATION:

A. Condition casework to average prevailing humidity conditions in installation areas prior to installing.

3.03 KEYING:

A. Key alike by room, unless otherwise instructed.

3.04 INSTALLATION:

A. Erect casework, plumb, level, true and straight with no distortions. Shim as required. Where laminate clad casework abuts other finished work, scribe and cut for accurate fit.

B. Adjust casework and hardware so that doors and drawers operate smoothly without warp or bind.
1. Install drawer pulls horizontally.
2. Install door pulls vertically.

C. Repair minor damage per plastic laminate manufacturer’s recommendations.

D. Install countertop and backsplash.
1. Scribe and cut for accurate fit to wall and under window stools.
2. Coordinate openings with grilles supplied in Section 06200.
3. Provide 1 inch overhang at countertop over lockers.

3.05 CLEANING:

A. Remove and dispose of all packing materials and related construction debris.

B. Clean cabinets inside and out. Wipe off fingerprints, pencil marks, and surface soil etc., in preparation for final cleaning by the building owner.

3.06 COLOR SELECTION:

A. Laminate Color Selection: From Wilsonart, Formica, and Nevamar stock colors.
1. See drawings for color.

B. Hinge and Pull Color Selection: From manufacturer's standard

C. Miscellaneous Hardware Color Selection (support brackets, table frames, rail): From manufacturer's standard.

D. 1mm PVC Edge Banding Color Selection: From manufacturer's standard of colors matching decorative laminate.

E. 3mm PVC Edge Banding Color Selection: Match decorative laminate color selection.

END OF SECTION

SECTION 12 3600
COUNTERTOPS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Countertops for architectural cabinet work.

B. Sinks molded into countertops.

1.02 RELATED REQUIREMENTS

A. Section 06 6200 - Finish Carpentry

B. Section 22 4000 - Plumbing Fixtures

1.03 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

B. IAPMO Z124 - Plastic Plumbing Fixtures; 2012.

C. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.

D. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

E. PS 1 - Structural Plywood; 2009.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Specimen warranty.

C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.

D. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, minimum size 6 inches square, representing actual product, color, and patterns.

F. Test Reports: Chemical resistance testing, showing compliance with specified requirements.

G. Installation Instructions: Manufacturer's installation instructions and recommendations.

H. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.07 FIELD CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.01 COUNTERTOPS

A. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
   1. Flat Sheet Thickness: 1/2 inch, minimum.
   2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
      a. Manufacturers:
         1) Avonite Surfaces; _____: www.avonitesurfaces.com/#sle.
         2) Dupont; _____: www.corian.com/#sle.
         3) Formica Corporation; _____: www.formica.com/#sle.
         4) Meganite, Inc; _____: www.meganite.com/#sle.
         5) Relang International, LLC; DURASEIN: www.duraseinusa.com/#sle.
         6) Wilsonart; _____: www.wilsonart.com/#sle.
         7) Substitutions: See Section 01 6000 - Product Requirements.
      b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
      c. Sinks and Bowls: Integral castings; minimum 3/4 inch wall thickness; comply with IAPMO Z124.
         1) Basis of Design: Corian Lavatory 810P
         2) Color: Bone
      d. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.
      e. Color: as scheduled on drawings
   3. Other Components Thickness: 1/2 inch, minimum.
   4. Exposed Edge Treatment: Built up to minimum 1-1/4 inch thick; edge profile as indicated on drawings; use marine edge at sinks.
   5. Back and End Splashes: Same sheet material, square top; minimum 4 inches high.
   6. Skirts: As indicated on drawings.
   7. Fabricate in accordance with manufacturer's standard requirements.

2.02 MATERIALS

A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch thick; join lengths using metal splines.

B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

C. Joint Sealant: Mildew-resistant silicone sealant, white.

2.03 FABRICATION

A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
   1. Join lengths of tops using best method recommended by manufacturer.

2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.
3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.

B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
2. Height: 4 inches, unless otherwise indicated.

C. Solid Surfacing: Fabricate tops up to 144 inches long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.

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.

C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.02 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

A. Install vanities in accordance with manufacturer’s instructions and approved shop drawings

B. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.

C. Seal joint between back/end splashes and vertical surfaces.

3.04 TOLERANCES

A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.

B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.

C. Field Joints: 1/8 inch wide, maximum.

3.05 CLEANING

A. Clean countertops surfaces thoroughly.

3.06 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