
CSD

Delaware School for the Deaf: Renovation Bid Pack A

630 E Chestnut Hill Rd
Newark, Delaware 19713

PROJECT MANUAL

**BSA+A PROJECT #: 24.007
CSD CONTRACT #:CHR25013-DSDSITE**

ISSUED FOR BID 12/08/2025



PROJECT MANUAL

CSD Delaware School for the Deaf: Renovation Bid Pack A

ARCHITECT

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NOT USED

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NOT USED

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NOT USED

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NONE

PLUMBING

NONE

ELECTRICAL

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SECTION 00 11 16

CSD Delaware School for the Deaf: Renovation
630 E. Chestnut Hill Road, Newark, DE 19713
BSA+A Project No. 24.007
CHR25013-DSDSITE

INVITATION TO BID

Sealed bids for Christina School District Contract Number Contract No. DSD Sitework CHR25013-DSDSITE, will be received for **CSD Delaware School For The Deaf** on **Wednesday, January 21, 2026**, by **2:00 PM**, at **the Eden Support Services Center, 925 Bear Corbitt Road, Bear, DE 19701** 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 consists of adding an exterior wall to enclose existing service shed, interior renovations are limited to replacement of all drinking fountains, replacement of all light fixtures with LED, hvac renovations to residence hall.

A **MANDATORY** Pre-Bid Meeting will be held on **January 07, 2026**, at **2:00 PM** at Christina School District: Delaware for the Deaf school building for the purpose of establishing the listing of subcontractors and to answer questions. The area of the building affected by the Project will be available to walk-thru. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Please contact BSA+A, Jaclyn Moak, jmoak@simpers.com and Kelly Lucas klucas@simpers.com, with any questions related to this bid. All questions should be submitted by e-mail only to Jaclyn Moak and Kelly Lucas with the following reference: **CSD DELAWARE SCHOOL FOR THE DEAF - DSD Sitework CHR25013-DSDSITE**

Sealed bids shall be addressed to Christina School District, Attn: **George Wicks**. The outer envelope should clearly indicate: **"CSD DELAWARE SCHOOL FOR THE DEAF - CONTRACT NO. DSD Sitework CHR25013-DSDSITE BID - DO NOT OPEN."**

Construction documents will be available for purchase at the following location:

RCI Printing & Graphics
298 Churchman's Rd, Newcastle, DE 19720
(302) 328-5019

(1) FULL SET OF CONSTRUCTION DOCUMENTS WILL BE PROVIDED AT NO COST TO INTERESTED BIDDERS. SUBSEQUENT SETS WILL BE AT THE RESPONSIBILITY OF THE BIDDER.

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

of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

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INSTRUCTIONS TO BIDDERS

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3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

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- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.23 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term "custom fabrication" means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

ARTICLE 2: BIDDER'S REPRESENTATION

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.2.4 Bidder has accounted for the possibility of price increases due to the direct and indirect effect of tariffs, other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.
- 2.3 JOINT VENTURE REQUIREMENTS
- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.
- 2.4 ASSIGNMENT OF ANTITRUST CLAIMS
- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

- 3.1 COPIES OF BID DOCUMENTS
- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

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

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

3.3 SUBSTITUTIONS

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

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

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

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

3.4 ADDENDA

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

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form.
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.6 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.7 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.8 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.9 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.10 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the

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

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

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

4.3 SUBCONTRACTOR LIST

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

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

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

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

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

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

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

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

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

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

4.7 PREVAILING WAGE REQUIREMENT

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

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

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

such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

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

4.8 SUBMISSION OF BIDS

- 4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid.

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

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

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

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

- 4.8.6 Compliance with Federal Bureau of Investigation rules mandates training for Contractors, Subcontractors, their employees, and custodial workers with access to locations that have access to Criminal Justice Information Services (CJIS). The contract awardee must have fingerprinting and background checks done for all Subcontractors and employees.

4.9 MODIFICATION OR WITHDRAW OF BIDS

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

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

- 4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.
- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.
- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).
- 5.2.6 Bidder must account for the possibility of price increases due to the direct and indirect effect of tariffs or other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.

5.3 DISQUALIFICATION OF BIDDERS

- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
 - C. The Bidder's written safety plan;
 - D. Whether the Bidder is qualified legally to contract with the State;
 - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
 - G. Any Bidder who is debarred in another State and/or by the United States Government is also debarred in Delaware.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

**CSD DELAWARE SCHOOL FOR THE DEAF:
RENOVATION BID PACK A**

Christina School District

BSA+A PROJECT No. 24.007

ISSUED FOR BID 12/08/2025

- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors.

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

- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

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

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

- 7.2.3 The Performance Bond and/or the Payment Bond may be electronic bonds and need not be transmitted as paper documents.

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

END OF SECTION

CSD DELAWARE SCHOOL FOR THE DEAF:
RENOVATION BID PACK A
Christina School District

BSA+A PROJECT No. 24.007

ISSUED FOR BID 12/08/2025

CSD Delaware School for the Deaf: Renovation
630 E. Chestnut Hill Road, Newark, DE 19713
BSA+A Project No. 24.007
CHR25013-DSDSITE

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

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

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

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By: _____

Title

SECTION 00 52 13

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

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

DRAFT 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)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

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.

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

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

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

☐

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

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

§ 3.3 Substantial Completion

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

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

☐ 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.)

« »

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.)

« »

§ 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)

☐

☐

☐

☐

☐

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§ 8.3 The Contractor’s representative:

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

☐

☐

☐

☐

☐

☐

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

§ 8.5 Insurance and Bonds

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

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

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

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

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

[« »] 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)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

SECTION 00 54 13

SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

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

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

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

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

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

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

END OF SECTION

DRAFT 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)

« »
« »

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.

§ A.2.3 Required Property Insurance

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User Notes:

(727015781)

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

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

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

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§ 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.

(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, 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.

§ 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.

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

« »

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

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

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

« »

- [« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [« »] § A.3.3.2.6 Other Insurance
- (List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

<< >>

SECTION 00 54 14

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

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

ARTICLE A.2 OWNER’S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

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

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.1 Strike the last sentence of the paragraph.

A.3.1.3 Additional Insured Obligations

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

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

Delete the second sentence in its entirety.

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

Insert "\$3,000,000.00" in the blank for general aggregate.

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

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

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

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

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

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

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

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

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

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

END OF SECTION

CSD Delaware School for the Deaf: Renovation
630 E. Chestnut Hill Road, Newark, DE 19713
BSA+A Project No. 24.007
CHR25013-DSDSITE

PERFORMANCE BOND

Bond Number: _____

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

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

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

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

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

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

CSD Delaware School for the Deaf: Renovation
630 E. Chestnut Hill Road, Newark, DE 19713
BSA+A Project No. 24.007
CHR25013-DSDSITE

PAYMENT BOND

Bond Number: _____

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

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

SECTION 00 72 13

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
A201 - 2017**

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

DRAFT 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)

<< >>< >>
<< >>

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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.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

§ 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;
- .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.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 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.

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 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.

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 00 73 13

SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
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ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

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

Add the following Section:

“1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Delaware Technical and Community College shall take precedence over all other documents.”

1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

“ and certify termination of the Agreement under Section 14.2.2.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1.1 Insert “if possible” at the end of the second sentence.

Add the following Sections:

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

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

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

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

Strike Section 1.5.1 in its entirety and replace with the following:

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

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

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

“The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form.”

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

2.3.4 Add the following sentence at the end of the paragraph:

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

Strike Section 2.3.6 in its entirety and replace with the following:

“2.3.6The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.”

2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

Add “, except as outlined in Section 3.15” after the reference to “Article 15” at the end of the last sentence of the Section.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add “and Owner” after “report to the Architect” in the second sentence.

3.2.4 Strike “subject to Section 15.1.7” in the second sentence.

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

“3.3.4The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials.”

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

“3.4.4Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required,

to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.”

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

3.5 WARRANTY

Add the following Sections:

“3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty.”

“3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed.”

“3.5.5 Upon notification by the Owner of a defect covered by the Contractor’s warranty, the Contractor shall respond within 4 hours of the notification.”

“3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.”

“3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor’s expense.”

3.8 ALLOWANCES

Add the following Section:

“3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance.”

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add “estimated” after “and the” and before “date of” in the second sentence.

3.10.2 Strike “and thereafter as necessary to maintain a current submittal schedule” in the first sentence.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

“3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.”

“3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.”

“3.11.3 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike “If the Contract Documents require” from the beginning of the sentence.

3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.

3.17 Insert “indemnify and” between “shall” and “hold” in the second sentence.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

“The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.”

4.2.7 Strike the second sentence and replace with the following:

“The Architect’s action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner’s professional judgment to permit adequate review.”

Add the following Section:

“4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project.”

“4.2.13 Add “and in compliance with all local requirements.” to the end of the sentence.”

ARTICLE 5: SUBCONTRACTORS

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

5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:

“If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.”

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

”The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner’s General Requirements.”

Add the following Section:

“5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR
DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100
Division of Facilities Management 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.”

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Strike “and waiver of subrogation” from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike “shall” and replace with “may” in the second sentence.

ARTICLE 7: CHANGES IN THE WORK

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

7.3.4.1 Strike “and other employee costs approved by the Architect” after “worker’s compensation insurance,”

7.3.4.4 Add “work attributable to the” before “change” at the end of the sentence.

7.4 MINOR CHANGES IN WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

“8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements.”

8.2.2 After “by the Contractor” strike “and” and insert “to”.

8.2.4 Add the following Section:

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

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike “binding dispute resolution” and insert “any and all remedies at law or in equity”.

Add the following Section:

“8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.”

Strike Section 8.3.3 in its entirety and replace with the following:

- 8.3.3 “Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Section 8.3.1 shall be the Contractor’s sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.”

Add the following Section:

“8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.”

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

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

“9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount.”

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

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

Add the following Sections:

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

“9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.”

“9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.”

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

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

9.6 PROGRESS PAYMENTS

9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

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

9.6.8 Strike “Provided the Owner has fulfilled its payment obligations under the Contract Documents,” in the first sentence.

9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

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

9.8 SUBSTANTIAL COMPLETION

9.8.3 At the end of Section 9.8.3, add the following sentence:

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

9.8.5 Strike “shall” and insert “may” in the second sentence.

9.8.5 Insert “1/2 of the” after “make payment of” in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the first sentence and replace with the following (the remainder of the Section remains as written):

- “The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use authorized by public authorities having jurisdiction over the Project.”
- 9.10.2 Strike “to remain in force after final payment is currently in effect” after “required by the Contract Documents” and replace with “shall remain in force until final payment is completed” in the first sentence.
- 9.10.4.4 Strike “if permitted by the Contract Documents,”

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

- 10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor’s Work.
- 10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

- 10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.
- 10.2.5 Strike the second sentence in its entirety.
- 10.3 **HAZARDOUS MATERIALS AND SUBSTANCES**
- 10.3.3 Strike Section 10.3.3 in its entirety.
- 10.3.4 Insert “hazardous” in the last sentence after “handling of such” .
- 10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner" from the third sentence.

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

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

Delete Section 11.4 in its entirety

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

12.2.2.1 Strike all references to "one year" or "one-year" and replace with "two years".

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replaced with "two years".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

“The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.”

13.5 INTEREST

Strike “the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located” and replace with “30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.”

Insert the following Section:

“13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.6.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.”

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Insert “, upon the Contractors’ request,” after “furnish to the Contractor”.

14.1.3 Strike “and profit on Work not executed, and” after “as well as reasonable overhead” and replace with “, profit, and reasonable”

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike “Adjustment of the Contract Sum shall include profit”.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to “21” and replace with “45”.

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

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

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

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

15.2.6 Strike Section 15.2.6 and its sub-Sections in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION

DIVISION 00 73 43 – WAGE RATE REQUIREMENTS

1.01 GENERAL CONDITIONS

- A. Prevailing wages are applicable to this project per the requirements noted in Delaware's Prevailing Wage Law, 29 Del.C. §6960 and Regulations as noted.
- B. Prevailing Wage Rates, as directed by Delaware Law, must be adhered to where applicable. Davis-Bacon Act wages, in accordance with Subchapter IV of Chapter 31 of Title 40 USC, must be adhered to. Contractors must pay the higher of the two rates.
- C. A copy of the Prevailing Wages letter from the Delaware Department of Labor, and Davis-Bacon Act wage rates, for the project is attached here to.



STATE OF DELAWARE
DEPARTMENT OF LABOR
OFFICE OF CONSTRUCTION INDUSTRY ENFORCEMENT
252 CHAPMAN ROAD, STE 210
NEWARK, DELAWARE 19702

Via Electronic and Regular Mail

October 3, 2025

Ms. Maureen Rozanski
Buck Simperts Architect & Associates, Inc.
954 Justison Street
Wilmington, DE 19801

Re: CHR-25013-DSDSITE CSD Delaware School for the Deaf Renovation Bid Pack A
New Castle County, DE

Dear Ms. Rozanski:

I am responding to your request for a category determination for CHR-25013-DSDSITE CSD Delaware School for the Deaf Renovation Bid Pack A, which is a state funded construction project located in New Castle County, DE. The work consists of the construction of a new soccer field and a new 200- meter running track, relocate an existing basketball court, and convert existing site lighting to LED lamps. You estimate the total cost of construction for this project to be \$997,237.

Based on the information you provided, the Department of Labor has determined that this project is a Multiple Category project consisting of a Heavy Construction portion and a Highway Construction portion, each of which is substantial i.e., more than twenty percent (20%) of the overall cost of the project. The Heavy Construction portion, with an estimated cost of \$498,371.00, represents approximately 50% of the total cost, consists of the construction of a new soccer field and the conversion of existing site lighting to LED lamps. The Highway Construction portion, with estimated costs of \$498,902.00, represents approximately 50% of the total cost, consists of the construction of a new 200- meter running track and the relocation of an existing basketball court.

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 14, 2025, prevailing wage rates for Highway Construction and Heavy 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.

Ms. Rozanski
Buck Simpers Architect & Associates, Inc.
Page 2

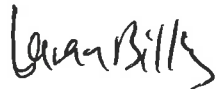
Pursuant to 19 Del. Chapter 36, All contractors must obtain their Contractor Registration Certificate prior to performing construction services or maintenance work throughout Delaware. Contractors can submit an application by visiting the Delaware One Stop https://onestop.delaware.gov/Operate_Contractors.

Additionally, effective January 1, 2025, SSI for SB307 amends Delaware's Prevailing Law 29 Del.C.6960(b) now requires these applicable prevailing wage rates to be paid to all workers who perform custom fabrication work regardless of where the work is performed. For further information regarding custom fabrication see 29 Del.C.6902(8).

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 302-451-3403.

Sincerely,



Laran Gregg Billy
Labor Law Enforcement Officer
laran.greggbilly@delaware.gov

Enclosures

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	66.79	66.79	71.09
CARPENTERS	67.79	62.56	50.80
CEMENT FINISHERS	72.72	44.60	45.46
ELECTRICAL LINE WORKERS	36.72	59.33	29.04
ELECTRICIANS	83.92	83.92	83.92
IRON WORKERS	89.37	32.59	34.62
LABORERS	56.58	52.08	51.11
MILLWRIGHTS	22.01	21.36	18.46
PAINTERS	83.14	83.14	83.14
PILEDRIVERS	98.33	32.46	91.23
POWER EQUIPMENT OPERATORS	84.74	54.11	49.57
SHEET METAL WORKERS	31.09	27.76	25.12
TRUCK DRIVERS	53.26	38.59	46.99

CERTIFIED: 10-3-2025

BY: Salina Choudhury / Gu Francis
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

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

PROJECT: CHR-25013-DSDSITE CSD Delaware School for the Deaf Renovation Bid Pack A
200-Meter Running Track and Basketball Court, New Castle County

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	28.89	25.41	55.24
BOILERMAKERS	90.82	41.97	77.00
BRICKLAYERS	90.12	77.39	32.55
CARPENTERS	62.56	62.56	50.80
CEMENT FINISHERS	56.98	31.82	23.71
DIVER	103.26	CONTACT DDOL CONTACT DDOL	CONTACT DDOL CONTACT DDOL
DIVER TENDER	116.61		
ELECTRICAL LINE WORKERS	96.29	96.29	96.29
ELECTRICIANS	83.92	83.92	83.92
GLAZIERS	26.67	23.17	15.70
INSULATORS	69.12	69.12	69.12
IRON WORKERS	78.58	79.67	78.58
LABORERS	57.65	57.65	57.65
MILLWRIGHTS	88.35	88.35	70.97
PAINTERS	95.76	95.76	95.76
PILEDRIVERS	91.12	51.44	40.03
PLASTERERS	25.12	21.85	15.00
PLUMBERS/PIPEFITTERS/STEAMFITTERS	99.88	101.73	25.47
POWER EQUIPMENT OPERATORS	83.29	89.93	83.29
SHEET METAL WORKERS	40.16	24.92	23.41
SPRINKLER FITTERS	43.29	16.39	15.00
TRUCK DRIVERS	44.73	26.88	29.10

CERTIFIED:

10-3-2025

BY:

Salina Choudhary
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.

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

PROJECT: CHR-25013-DSDSITE CSD Delaware School for the Deaf Renovation Bid Pack A New Soccer Field and Site Lighting, 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 <u>Del.C.</u> 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.</u> 6960

Updated: July 6, 2022

SECTION 00 81 13

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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

ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

- 3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.
- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

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

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
 2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;

C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or

D. Is no longer engaged in such business.

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

5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed

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

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense,

up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.
- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.
- 9.3 SUBSTANTIAL COMPLETION
- 9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.
- 9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.
- 9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.
- 9.4 FINAL PAYMENT
- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 Copies of all applicable warranties,
- 9.4.1.4 As-built drawings,
- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.

- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
- 11.7.1 Contractor's Contractual Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|-------------|---------------------|
| Bodily Injury | \$1,000,000 | for each occurrence |
| | \$3,000,000 | aggregate |
| Property Damage | \$1,000,000 | for each occurrence |
| | \$3,000,000 | aggregate |
- 11.7.2 Contractor's Protective Liability Insurance
- Minimum coverage to be:
- | | | |
|---------------|-------------|---------------------|
| Bodily Injury | \$1,000,000 | for each occurrence |
| | \$3,000,000 | aggregate |

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable

special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 **WARRANTY**

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 “If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF SECTION

SECTION 00 81 14 – DRUG TESTING

1. DRUG TESTING

1.1 Drug Testing must be in the following forms:

1. Employee Drug Testing Report Form
2. Report of Positive Results

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:_____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

Date: _____

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

CSD Delaware School for the Deaf: Renovation
630 E. Chestnut Hill Road, Newark, DE 19713
BSA+A Project No. 24.007
CHR25013-DSDSITE

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at:

<https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

Craft(s):

Contractor Name:

Contractor Address:

Contractor Program

Registration Number(s) _____

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

Or

☐ A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor's Apprenticeship and Training Fund.

Or

☐ Craft Training requirements are not applicable because:

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)
)
County of _____) ss:

Before me, a notary public, in and for said county and state, personally appeared, _____, who acknowledged to me that she/he did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____ 20__.

Notary Public

Commission Expires _____

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

SECTION 01 10 00 – SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.
 - 7. Miscellaneous provisions.
 - 8. Related Requirements:
 - 9. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: CSD Delaware School for the Deaf: Renovation.
 - 1. Project Location: 630 E Chestnut Hill Rd
Newark, Delaware 19713
- B. Owner: Christina School District
- C. Civil Engineer: Landmark Engineering
- D. Architect: Buck Simpers Architect and Associates (BSA+A)
- E. MEP Consulting Engineer: Gipe Associates, Inc.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
Project consists of Includes constructing a new soccer field and a new 200- Meter running track, relocate an existing basketball court, and convert existing site lighting to LED lamps.
- B. Type of Contract:

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

1.5 CONSTRUCTION SCHEDULE

- A. The contractor is required to submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. This schedule is to include a contingency of 10 days lost to delays during construction for any reason (weather, owner delay)
 1. Unless otherwise specifically authorized, the Contractor shall absorb, without additional compensation, all costs of working beyond normal hours to maintain job progress in accordance with the current construction schedule.
 2. [Anticipated Award on 02/11/2026](#)
[Mobilization on 02/16/2026](#)
[Substantial Completion on 07/08/2026](#)
[Final Project Completion by 08/06/2026](#)

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits: Confine construction operations, storage, laydown, and construction staging areas to site areas identified on the drawings
 2. Keep driveways, loading areas, walkways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

- A. You are to generally contain your work to the limit of disturbance identified on the drawings. Provide necessary protection and clear paths around the construction area for public accessibility and to meet the requirements of the Delaware State Fire Marshal for emergency access to exits. Contractor will be responsible to keep all areas of the project, including, but not limited to public roadways, parking areas, interior corridors, existing rooms soiled by construction traffic on a daily basis.
- B. Owner Occupancy: The owner will occupy the building and the parking area during entire construction period. Contractor is to cooperate with concurrent users during construction operations to minimize conflicts. Perform the Work so as not to interfere with user operations. Maintain existing exits unless otherwise indicated.

C.

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

1.8 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner has performed limited demolition work. Any items left are to become the responsibility of the contractor to protect or remove and properly dispose of.
- C. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.
 1. Furniture purchase and Installation.
 - a. To be installed at completion of project

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work hours are defined as follows:
 1. Weekday Hours: 7:00am-5:00pm
 - a. Extended work hours with owner approval: 6:00am-7:00am
 2. Weekend Hours: As arranged with owner prior approval (min. 24 hour notice)
 3. Holiday Hours: As arranged with owner prior approval (min. 24 hour notice)
- C. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, The Owner may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.

- D. Nonsmoking site: Smoking, use of tobacco products and e-cigarettes is not permitted anywhere on the job site and school property. Violators of this policy are to be placed on notice for the first offense and removed from the job site with a second offense
- E. Firearms, ammunition, explosives, etc. are prohibited from anywhere on the property. Contractor employees, subcontractors or contract workers violating this policy are to be immediately removed from the site. Law enforcement official may be notified.
- F. Controlled Substances: Use or possession of controlled substances or illegal drugs is prohibited on the property. Contractor employees, subcontractors or contract workers violating this policy are to be immediately removed from the site. Law enforcement official may be notified.
 - 1. All public works contracts (paid) with public funds must include provisions requiring the contractor, its agents and employees to implement (a) mandatory drug testing program(s) for all employees or agents working on the job site in non-clerical positions. Provisions governing mandatory drug testing shall be incorporated into all public works contracts..." "The rules governing the administration of such tests by the contractor shall be promulgated by the Director of the Office of Management and Budget." [in accordance with 29Del.C.§6908(a)(b)]
- G. Interaction or Photography of employees, staff, students, or guests are prohibited. Violators are to be immediately removed from the construction site for the duration of the project
- H. Radios or other devices that could affect the adjacent users are prohibited

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.11 MISCELLANEOUS PROVISIONS

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Provide properly sized containers and schedule pick up schedule to not allow waster materials to accumulate on-site
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Burying, or disposing of waste material on site is not permitted
- B. Hazardous Materials
 1. Owner is to be notified before disposing of any hazardous materials
 2. Hazardous materials are to be properly disposed of following Federal, State, and local requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SUMMARY

SECTION 01 21 00 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Contingency allowance.

1.3 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.4 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance. Submit costs for approval before proceeding with contingency allowance work
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance to be included as a line item in the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. At Project closeout, unused amounts remaining in the contingency allowance are to be returned to the Owner with a credit Change Order to the Contractor.

1.5 ADJUSTMENT OF ALLOWANCES

- A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: PROVIDE A CONTINGENCY ALLOWANCE OF \$10,000 FOR UNFORSEEN CONDITIONS.
 - 1. This allowance is to include all material, labor, and services, including testing associated with this work with no extension in time.
- B. Allowance No. 2: PROVIDE A CONTINGENCY ALLOWANCE OF \$10,000 FOR PATH RESTORATION INCLUSIVE OF CUTTING BACK FOLIAGE AND TREES TO DEFINE PATH WALKWAY IN FULL.
 - 1. This allowance is to include all material, labor, and services, including testing associated with this work with no extension in time.

ALLOWANCE AUTHORIZATION

Project:

Architect:

Project No.

Contractor:

AAA No.:

Initiation Date:

The Allowance is allocated as follows:

Total original Contract Allowance was:	\$
Amount of Contract Allowance Access previously authorized:	\$
Adjusted Contract Allowance prior to this authorization is:	\$
The amount of available Allowance will Decrease by this Access Authorization:	\$
The remaining Contract Allowance, after this Access Authorization will be:	\$

Recommended by:
Architect

By (Signature): _____
Date: _____

Accepted by:
Contractor

By (Signature): _____
Date: _____

Approved by:
Owner

By (Signature): _____
Date: _____

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: __n/a__

1. Description:_____.
2. Unit of Measurement: _____

B. Unit Price No. 2: __n/a__

1. Description:_____.
2. Unit of Measurement: _____

END OF SECTION 012200

SECTION 01 23 00 – ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: N/A
1. Base Bid: _____.
 2. Alternate: _____.
- B. Alternate No. 2: N/A
1. Base Bid: _____.
 2. Alternate: _____.

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include

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

PART 3 - EXECUTION (Not Used)

END OF SUBSTITUTION PROCEDURES



SUBSTITUTION REQUEST

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____
Installer: _____ Address: _____ Phone: _____
History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old
Differences between proposed substitution and specified product: _____

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

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

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

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

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

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____



SUBSTITUTION REQUEST

The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

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

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

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

1.5 ADMINISTRATIVE CHANGE ORDERS

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

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF CONTRACT MODIFICATION PROCEDURES

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.
 4. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values coordinated with each element.
 5. Sub-schedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide sub-schedules showing values coordinated with the scope of each design services contract as described in Division 01 Section "Summary."
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for LEED documentation and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 30th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

- E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.
- F. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- I. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
- M. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- N. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. Evidence that claims have been settled.
 7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF PAYMENT PROCEDURES

DRAFT AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:		PROJECT:		APPLICATION NO:	001	Distribution to:
						OWNER: ☐
						ARCHITECT: ☐
FROM		VIA		PERIOD TO:		CONTRACTOR: ☐
CONTRACTOR:		ARCHITECT:		CONTRACT FOR:	General Construction	FIELD: ☐
				CONTRACT DATE:		
				PROJECT NOS:	/ /	

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)=	\$0.00
b. 0 % of Stored Material	
(Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

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

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.



Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project Web site.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
 - 4. Division 01 Section "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

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

1.4 SCHEDULE

- 1. Bidding and Negotiation (B&N)
 - a. Issue to GSS: 12/10/2025 – 12/24/2025

- b. Advertise for Bid / Posted to GSS: 12/24/2025
 - c. Pre-Bid Meeting: 01/07/2026
 - d. Bidding Period (3 Weeks): 01/07/2026 – 01/21/2026
 - e. Bids Due: 01/21/2026
 - f. Bids Awarded / Approved: 02/11/2026
2. Construction
- a. Contractor Mobilization: 02/16/2026
 - b. Substantial Completion: 07/09/2026
 - c. Punch Listing / Closeout: 07/23/2026
 - d. Final Completion: 08/06/2026

1.5 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
- 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
- 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
- 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.7 COORDINATION DRAWINGS

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

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Mechanical and Plumbing Work: Show the following:

- a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
 7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
 8. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
 9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
 10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
 2. File Preparation Format: DWG, Version Autocad (Release 2010), operating in Microsoft Windows operating system
 3. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format.
 4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Digital Data Software Program: Drawings are available in PDF and / or Autocad.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

1.8 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.

- g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
- F. On receipt of Architect's[action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.9 PROJECT WEB SITE

- A. Use Owner's Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project Web site shall include the following functions:
 - 1. Project directory.
 - 2. Project correspondence.
 - 3. Meeting minutes.
 - 4. Contract modifications forms and logs.
 - 5. RFI forms and logs.
 - 6. Task and issue management.
 - 7. Photo documentation.
 - 8. Schedule and calendar management.
 - 9. Submittals forms and logs.
 - 10. Payment application forms.

11. Drawing and specification document hosting, viewing, and updating.
 12. Online document collaboration.
 13. Reminder and tracking functions.
 14. Archiving functions.
- B. Provide up to seven Project Web site user licenses for use of the Owner,, Architect, and Architect's consultants. Provide two hours of software training at Architect's office for Project Web site users.
- C. On completion of Project, provide one complete archive copy(ies) of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.
- D. Provide one of the following Project Web site software packages under their current published licensing agreements:
1. Procore
 2. Plan Grid
 3. Bluebeam
 4. Or Equal.
- E. Contractor, subcontractors, and other parties granted access by Contractor to Project Web site shall execute a data licensing agreement in the form of AIA Document C106.

1.10 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: The entity responsible for conducting the meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.

- b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises and existing buildings.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.

- k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than **9** days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.

- j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
- 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- F. Progress Meetings: Conduct progress meetings at biweekly intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- G. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF PROJECT MANAGEMENT AND COORDINATION

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Site condition reports.
 - 7. Special reports.
- B. Related Requirements:
 - 1. Division 01 Section "Multiple Contract Summary" for preparing a combined Contractor's construction schedule.
 - 2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
- B. Startup construction schedule.
 - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.

4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Material Location Reports: Submit at weekly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss constraints, including work stages.
 4. Review delivery dates for Owner-furnished products.
 5. Review schedule for work of Owner's separate contracts.
 6. Review submittal requirements and procedures.
 7. Review time required for review of submittals and resubmittals.
 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
 9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
 10. Review and finalize list of construction activities to be included in schedule.
 11. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

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

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - a. HVAC / Mechanical Equipment.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include no fewer than **15** days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.

- i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Building flush-out.
 - m. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
 - f. Substantial Completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- D. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
 1. See Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 STARTUP CONSTRUCTION SCHEDULE

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

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

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

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

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (see special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
 20. Material stored prior to previous report and remaining in storage.
 21. Material stored prior to previous report and since removed from storage and installed.
 22. Material stored following previous report and remaining in storage.

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

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.

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

END OF SECTION CONSTRUCTION PROGRESS DOCUMENTATION

SECTION 01 33 00 – SUBMITTAL PROCEDURES

1. **GENERAL PROVISIONS**

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

2. **ITEMS TO BE SUBMITTED AT START OF WORK**

- 2.1 Performance/Labor and Material Payment Bond(s): One (1) copy of each bond simultaneously with the signed Agreement. See General Conditions Article 11.4 and Supplementary Conditions.
- 2.2 Policies or Certificates of Insurance: Two (2) copies simultaneously with the signed Agreement. See General Conditions Article 11 and Supplementary Conditions.
- 2.3 Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- 2.4 Contractor's Schedule of Values: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.
- 2.5 Contractor's Progress Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.10 and provisions in this Section.
- 2.6 Submittal Schedule: In Excel electronic format within 21 days after the Agreement is signed. See provisions in this Section.
- 2.7 Products List: In Excel format for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

3. **NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS**

- 3.1 Refer to requirements in Section 011100 - INSTRUCTIONS TO BIDDERS for filing of Surety Bonds with the Division of Revenue.
- 3.2 If such bonds are required on this project, it will be the responsibility of the Contractor to produce evidence to the Construction Manager that they have been filed, or if not required, to supply a notarized statement that they are not required. This must be done within seven (7) days after award of Contract and in any event before construction starts.

4. **RELATED REQUIREMENTS**

- 4.1 See Section 017700 - CONTRACT CLOSE OUT: for submittal requirements for Contract Close out.

5. **SUBMITTALS**

5.2 Prepare a Submittal's Schedule in Excel electronic format for Shop Drawings, Product Data and Samples. Show:

1. The dates for Contractor's submittals.
2. The dates submittals will be required for Owner-furnished products.
3. The date approved submittals will be required from the Architect.

5.3 Should the Architect or Construction Manager elect to omit any items from the list of items to be reviewed, it shall not relieve the Contractor from compliance with the Contract Documents with regard to that item. In such instance, the Contractor may still elect to have submittals prepared for his own use without review by the Architect or Construction Manager.

6. SHOP DRAWINGS

6.1 Conform to provisions in General Conditions applying to Shop Drawings.

6.2 Present in a clear and thorough manner.

1. Identify details by reference to sheet and details, schedule or room numbers shown on Contract Drawings.

7. PRODUCT DATA

7.1 Conform to provisions in General Conditions applying to Product Data.

7.2 Preparation:

1. Clearly mark each copy to specifically identify products or models pertinent to project.
2. Show performance characteristics and capacities.
2. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.

7.3 Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information specifically applicable to the Work.

8. SAMPLES

8.1 Conform to provisions in General Conditions applying to Samples.

8.2 Provide samples of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the project, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.

8.3 Samples must be clearly labelled with project number, submittal number, color, type, model number, and any other identifying items, in order to be properly reviewed and approved.

8.4 Field samples and mock-ups; See requirements, if any, in other specification Sections.

9. SUBMITTAL REQUIREMENTS

9.1 Number of submittals required.

1. Shop drawings and Product Data: shop drawings for temporary steel, steel and miscellaneous steel, MEP shop drawings shall also provide one (1) paper copy for approval and ultimate use by the Construction manager for field verification. Any additional copies required by the Contractor shall be made by him.
2. Samples: Submit four (4) each. Submit all data and pictures of samples through the Building Blok Management System. Physical samples to be noted on Building Blok submittal and supplied to Construction manager for processing. When approved it will be returned to the Construction Manager to be retained at the site for reference use.

9.2 Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The names of the Contractor, Supplier and Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.

10. Identification of revisions on resubmittals.
 11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
 12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp or its approved equivalent will be returned without being reviewed.
- 9.3 Shop Drawing coordination and interface with work of other Contracts and adjacent work is the responsibility of each individual Contractor.
10. RESUBMISSION REQUIREMENTS
- 10.1 Make any corrections or changes in the submittals required by the Architect and resubmit until approved.
 - 10.2 Shop drawings and Product Data:
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate any changes which have been made other than those requested by the Architect.
 - 10.3 Samples: Submit new samples as required for initial submittal.
11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS
- 11.1 The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp through Building Blok to:
 1. Contractor that made submittal.
 2. Jobsite File.
 3. Record Document File.
 4. Other Contractors, as required for coordination.
 - 11.2 The Construction Manager will distribute samples as required.
 - 11.3 The Contractor will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
 1. Subcontractors.
 2. Suppliers.
 3. Fabricators.

12. SCHEDULE OF VALUES

12.1 Use AIA Document G703, Continuation Sheet to G702.

13. PROGRESS SCHEDULE

13.1 Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar chart for each trade or operation.
2. Horizontal time scale: Identify the first work day of each week.
3. Scale and spacing: To allow space for notations and future revisions.
4. Minimum sheet size 11 inches by 17 inches.

13.2 Format of listings: The chronological order of the start of each item of work.

13.3 Show the complete sequence of construction by activity.

13.4 Show the dates for the beginning, and completion of, each major element of construction such as:

1. Site clearing.
2. Site utilities.
3. Foundation work.
4. Structural framing.
5. Subcontractor work.
6. Equipment installation.

13.5 Show projected percentage of completion for each item as of the first day of each month.

13.6 Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.

13.7 Indicate progress of each activity to date of submission.

13.8 Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

- 13.9 Provide a narrative report as needed to define:
 1. Problem areas, anticipated delays and the impact of the schedule.
 2. Corrective action recommended, and its effect.
 3. The effect of changes on schedules of other prime contractors.
- 13.10 Submit one reproducible transparency.
- 13.11 After review, distribute copies of the schedule to:
 1. Jobsite File.
 2. Subcontractors.
 3. Architect.
 4. Owner.
- 13.12 Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.
14. **CLOSE OUT DOCUMENTS, GUARANTEES, WARRANTIES, OPERATION MANUALS:**

Contractors shall include the cost to provide (2) copies of the following close-out documentations to Owner with-in 30 Calendar days of the completion of the contract work.

 1. **CLOSE OUT DOCUMENTS, GUARANTEES, WARRANTIES, OPERATION MANUALS**
 - (2) Each Contractor shall be prepared for the Owner's Design Professionals to make a final inspection of the construction (accompanied by Owner Representative) and certify the completion of construction in writing. The inspection will be scheduled at least 15 days prior to the scheduled completion date.
 - (3) All Guarantees and Warranties shall be in writing and be delivered to Owner at the time of the final inspection. In conjunction with this delivery, Contractor shall prepare and deliver to Owner a listing (company, and name, address, day and night phone numbers) of contacts for service calls.
 - (a) Note that no final invoice will be processed until all close-out documentation is received.
 - (4) The following is a list of O&M items to delivered to Owner at the above stated time.
 - (a) Note that this is to be a rider to the O&M information required by the specification and not to be an all inclusive list.
 - (b) Contractor shall furnish Contract specific items. If an item is not applicable to a Contractor agreement then it may be disregarded
 - (c) Contractor shall provide two (2) sets of the manufacturer's operation and service manuals of all equipment.
 - (d) All warranties and guarantees shall be issued in the name of the Owner

(e) Contractor shall provide all relevant documents on the following "CLOSE OUT DOCUMENT LIST".

- (i) Paving warranty (1 year).
- (ii) Roofing and watertight warranty from manufacturer (20 years)
- (iii) Contractor Blanket Warranty (1 year)
- (iv) Roof installer warranty (3 years)
- (v) HVAC units (1 year general / 5 year compressor)
- (vi) Caulking and Sealants (5 years)
- (vii) Store front Aluminum Warranty (3 years)
- (viii) *Soil treatment of termites (5 year certificate)
- (ix) Masonry waterproofing (5 year)
- (x) Foundation Inspection and Certification.
- (xi) Structural Steel Inspection and Certification.
- (xii) Fire Sprinkler Material and Test certificate (above and below grade)
- (xiii) Water line pressure test.
- (xiv) Gas Line pressure test
- (xv) Sanitary sewer flow test
- (xvi) Domestic Water Sterilization Certification
- (xvii) Electrical Panel Balance and Phase Test
- (xviii) HVAC Test and Balance report
- (xix) HVAC and Control Panel start-up report and certification that systems perform according to specifications.
- (xx) Fire protection systems Warranty (1 year) and Certification letter that states all corrections have been completed according to Fire Marshall.
- (xxi) As-Built drawings and Specifications two (2) complete and one (1) reproducible.
- (xxii) Final Contractor's List and Phone Numbers.
- (xxiii) Final Lien Releases from Contractor
- (xxiv) Punch list Completion Statement from Contractor that all items related to the associated contract have been completed
- (xxv) 11-Month Warranty Inspection and Punch list.
- (xxvi) Waste manifests for the transportation of environmental waste.

END OF SUBMITTAL PROCEDURES

SECTION 01 35 23 - SAFETY PROGRAM

1. **GENERAL**

- 1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety activities and programs in connection with the Work.
- 1.2 Contractor shall be responsible for the safety of its personnel.
- 1.3 Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops) and work boots.

2. **SAFETY PROGRAM**

- 2.1 Prior to commencing the Work, the Contractor shall submit to the (1) electronic copy and (1) bound copy of its safety program and one (1) copy of MSDS information in a 2" ringed notebook. One paper copy of the safety program and MSDS will be retained by the Construction Manager in the field office.
- 2.2 The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. **The program shall be site specific.** Contractor shall implement and enforce its safety program, which is in accordance with all OSHA, Federal, State and local laws.
- 2.3 Contractor shall designate a qualified Safety Supervisor to implement the safety program. Unless otherwise approved by the Owner, the Safety Supervisor shall be the Contractor's field Superintendent/Foremen.
- 2.4 Contractor shall hold weekly safety toolbox talks with all of its employees. The Contractor shall designate a responsible, capable person to conduct these meetings.

3. **SUBSTANCE ABUSE POLICY STATEMENT**

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

- 3.1 It is a violation Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.
- 3.2 It is a violation for Contractors' employees to report to work while influenced by illegal drugs or alcohol.
- 3.3. It is a violation for Contractors' employees to use prescription drugs illegally (i.e. to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.
- 3.4 Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the

work requirements.

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

4. EXECUTION

- 4.1 Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this agreement, Owner may immediately take whatever action is deemed necessary by Owner and/or Architect to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Architect in taking such action shall be borne by Contractor, and may be deducted from any payments due Contractor.
- 4.2 The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Architect in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Architect or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Owner/ Architect of the hazard as well as warn exposed persons to avoid the hazard.
- 4.3 The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Owner and Architect any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- 4.4 Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Owner and Architect any unsafe practices or conditions that are observed which are not under the Contractor's control.
- 4.5 The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- 4.6 Contractor shall promptly notify Owner and Architect of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within forty-eight hours of such

occurrence, Contractor shall furnish to Owner and Architect a complete written report of such injury or damage.

- 4.7 Contractor certifies that the forgoing terms shall be made applicable to all Contractors' suppliers, materialmen or anyone furnishing labor and/or materials to the site.
- 4.8 The Contractor shall continue to educate his job Safety Supervisor or Superintendent of their responsibilities, which shall include:
1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
 2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
 3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
 4. Acquainting its workers and subcontractors with all applicable safety requirements and seeing that they are enforced.
 5. Setting a good example for his workers.
 6. Making a complete investigation of accidents to determine facts necessary to take corrective action.
 7. Holding weekly "tool box" safety meetings with his men to:
 - a. Discuss observed unsafe work practices or conditions including a review of current safety report.
 - b. Review the accident experience of his crew and discuss correction of accident causes.
 - c. Encourage safety suggestions from his men.
 8. Seeing that prompt medical treatment is administered to an injured employee.
 9. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.
 10. Making all reports required by these Contract Documents in a full and timely fashion.

5. **SAFETY MEETINGS**

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

6. **TOOL BOX SAFETY MEETINGS**

- 6.1 The Contractor shall schedule weekly “tool box” safety sessions to be held by his job safety supervisor or superintendent for all of his employees.
- 6.2 A member of the Contractor’s management staff shall periodically attend “tool box” safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

- 7.1 Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.
- 7.2 Contractors shall promptly complete an accident investigation report of all accidents.
- 7.3 A record of all “tool box” safety sessions shall be made.

8. FALL PROTECTION PROCEDURES

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

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

1. Workers constructing or working near leading edges must be protected.
 2. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
 3. Scaffolds shall be guarded at 6 feet (6') above next lower level.
 4. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.
 5. Roofers must comply with OSHA standards for roof work.
 6. The Contractor’s controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.
 7. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.
- 8.2 Contractor shall provide its own fall protection. Fall protection may be provided by guardrail systems, net systems, or personal fall arrest systems. All fall protection systems must comply

with OSHA standards.

- 8.3 Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e. harness/lanyard.
- 8.4 The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.
- 8.5 Fall protection will be enforced for Structural Steel Erectors.
 1. As for a Contractor engaged in structural steel erection, the Contractor is specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.
 - a. Standard guardrail system.
 - b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. Maximum free fall distance permitted, with lanyard and lanyard attachment shall not exceed six feet (6'). Anchor point must be capable of supporting five thousand pounds. Perimeter guard cables or alignment cables may not be used for anchor points.
 - c. Access to work area shall be provided by ladders. There shall be sufficient number of ladders available to reduce the amount of “beam walking.” When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.
 - d. Steel erection Contractors must, at all times, be able to certify in writing that each of his employees has been properly trained in both OSHA fall protection standards and the Contractor’s site specific project fall protection procedures.
 - e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

END OF SAFETY PROGRAM

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to

show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as

appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.

- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

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

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
- M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections in Divisions 02 through 33.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify

agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

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

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

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

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

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

1.10 SPECIAL TESTS AND INSPECTIONS

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF QUALITY REQUIREMENTS

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl1

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

ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AIISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150

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ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)	
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300

AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation) www.internationalbadminton.org	6-03-9283 7155
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600

CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700

CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA) www.intertek.com	(800) 967-5352
FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarooft.com	(407) 671-3772

FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Part of GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation (Now BWF)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission	41 22 919 02 11

	www.iec.ch	
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IENT	Institute of Environmental Sciences and Technology www.ient.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA (Now ETL SEMCO)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138

MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094

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NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400

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NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Now ITS)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America) www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(888) 225-7339 (415) 382-0662

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SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026

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SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. (Now TCNA)	
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747

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USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

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

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233

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ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

UBC	Uniform Building Code (See ICC)

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

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011

CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923

DOC	Department of Commerce www.commerce.gov	(202) 482-2000

DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-6257

DOE	Department of Energy www.energy.gov	(202) 586-9220

EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167

FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322

FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322

FDA	Food and Drug Administration www.fda.gov	(888) 463-6332

GSA	General Services Administration www.gsa.gov	(800) 488-3111

HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112

LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000

NCHRP	National Cooperative Highway Research Program (See TRB)

NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

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

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	

FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil Available from Defense Standardization Program www.dps.dla.mil Available from General Services Administration www.gsa.gov Available from National Institute of Building Sciences www.wbdg.org/ccb	(215) 697-2664 (202) 619-8925 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.		
CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CCR	California Code of Regulations www.calregs.com	(916) 323-6815
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
TFS	Texas Forest Service Forest Resource Development	(979) 458-6650

<http://txforestsERVICE.tamu.edu>

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF REFERENCES

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Contractor is responsible for dislocating hoses and verifying water is turned off at water source locations. Where hose bibbs and valves are secured, contractor to verify they are secured at the end of the work day
- C. Electric Power Service from Existing System: Power will be available on site for contractor use. Contractor will be responsible for all power usage charges.
 - 1. The contractor is responsible for providing any additional power, or higher voltages not available from on site power. This can be provided by metered temporary power, or on-site generator.

1.4 INFORMATIONAL SUBMITTALS

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

1.5 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Field office is not required. Contractor will be responsible for providing on site location for access to drawings and submittals
- B. Storage and Fabrication areas or structures: Provide secure storage areas or structures to accommodate materials and equipment for construction operations.
 - 1. Coordinate location of storage areas with owner.
 - a. Do not affect fire lane access
 - b. Do not affect general access to site
 - 2. Obtain approval and coordinate location of long term storage with owner
- C. Provide temporary toilets for use until permanent facilities are installed.
 - 1. Coordinate location with current tenant to not affect fire lane access, or general access to site, or access/egress from occupied space
 - 2. Contractor is responsible for securing and maintenance of temporary facilities.
 - a. Arrange for regular emptying and cleaning of facility
 - b. Ensure security of toilet at the end of the work day
- D. Provide temporary drinking water and wash facilities for use of construction personnel

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Provide land line or reliable cellular service phone on site for communication with architect, owner and others associated with the project in a timely manner

PART 3 - EXECUTION

3.1 PARKING AND LAYDOWN SPACE

- A. Parking: Parking for contractors, subcontractors and suppliers shall only be in identified areas
- B. Staging, Storage, and construction lay down space shall be only in areas identified, or coordinated with tenant and client
- C. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

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

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. The contractor is responsible for the providing locks and security of the job site and equipment during the construction. The owner is to be provided with keys to the lock.
- B. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- C. Barricades, Warning Signs, covered walkways etc. to protect persons and property
 1. Contractor is responsible for repair of any vehicles or equipment owned and not owned by the school caused by work associated with this project including damage during deliveries

END OF TEMPORARY FACILITIES AND CONTROLS

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers.

Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF PRODUCT REQUIREMENTS

SECTION 01 62 00 - MATERIAL AND EQUIPMENT

1. GENERAL CONDITIONS

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate apply to the Work specified in this Section.
- 1.2 Where work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each Contract.

2. REQUIREMENTS INCLUDED

- 2.1 All materials and equipment incorporated into the Work shall:
 - 1. Be new;
 - 2. Conform to applicable specifications and standards; and
 - 3. Comply with size, make, type and quality specified, or as specifically approved in writing by the Architect / Engineer.
- 2.2 Manufactured and Fabricated Products shall conform to the following requirements:
 - 1. Designed, fabricated and assembled in accord with the best engineering and shop practices.
 - 2. Manufactured like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- 2.3 Contractor shall not use materials or equipment for any purpose other than that for which it is designated or is specified.
- 2.4 Materials removed from existing structures shall not be reused in the completed work unless specifically indicated or specified.
- 2.5 For materials and equipment specifically indicated or specified to be reused in the Work:
 - 1. Contractor shall use special care on removal, handling storage and reinstallation, to assure proper function in the completed Work.
 - 2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

3. MANUFACTURER'S INSTRUCTIONS

3.1 When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.

1. Maintain one set of complete instructions at the job site during installation and until completion.

3.2 Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, Contractor shall consult with Construction Manager for further instructions.
2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

4. TRANSPORTATION AND HANDLING

4.1 Contractor shall arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
2. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.

4.2 Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

5.1 Contractor shall store Products in accord with manufacturer's instructions, with seals and labels intact and legible.

1. Contractor shall store Products subject to damage by the elements in weathertight enclosures.
2. Contractor shall maintain temperature and humidity within the ranges required by manufacture's instructions.

5.2 Exterior Storage

1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to prevent mixing with foreign matter.

5.3 Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.

5.4 Contractor shall store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:

1. Roof insulation.
2. Roofing materials, including solvents.
3. Cleaning and other solvents.
4. Fuels.

5.5 Protection after Installation:

1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

6. SUBSTITUTIONS AND PRODUCT OPTIONS

6.1 Product List.

1. Within 30 days after Contract Date, Contractor shall submit to Construction Manager a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor.

6.2 Contractor's Options.

1. For Products specified only by reference standard, Contractor shall select any Product meeting that standard.
2. For Products specified by naming several Products or manufacturers, Contractor shall select any one of the Products or manufacturers named which complies with the specifications.
3. For Products specified by naming one or more Products or manufacturers and "or equal", Bidders must, during the bidding period, submit a request for substitutions for any Product or manufacturer not specifically named. See provisions in Paragraph 1.6.3.
4. For Products specified by naming only one Product and manufacturer, there is no option; and Contractor shall provide the precise Product specified.

6.3 Substitutions.

1. Until a date no later than ten (10) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. Architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.

2. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 1. Comparison of the qualities of the proposed substitution with that specified.
 2. Changes required in other elements of the Work because of the substitution.
 3. Effect on the construction schedule.
 4. Cost data comparing the proposed substitution with the Product specified.
 5. Any required license fees or royalties.
 6. Availability of maintenance service, and source of replacement materials.
3. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
4. A request for a substitution constitutes a representation that Bidder:
 1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;
 2. Will provide the same warranties or bonds for the substitution as for the Product specified;
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects; and
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- 6.4 Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, through the Construction Manager, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.
- 6.5 **MATERIAL LOADING LOGISTICS:** Any and all costs associated with stocking the job with labor and material and other site logistical issues such as parking, off hours stocking shall be INCLUDED in the BASE BID for this project.

END OF MATERIAL AND EQUIPMENT

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for limits on use of Project site.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by professional engineer.
- E. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."

- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF EXECUTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

1.2 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
 - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
 - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.
- H. Universal waste components (UWC) are as follows: electric motors, PCB ballasts, non PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.

1.3 SUBMITTALS

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit **3** copies of report.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:
 - 1. Salvage
 - 2. Reuse
 - 3. Source-Separated CDL Recycling
 - 4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
 - 1. Acoustical ceiling tiles
 - 2. Asphalt
 - 3. Asphalt shingles
 - 4. Cardboard packaging
 - 5. Carpet and carpet pad
 - 6. Concrete
 - 7. Drywall
 - 8. Fluorescent lights and ballasts
 - 9. Land clearing debris (vegetation, stumpage, dirt)
 - 10. Metals
 - 11. Paint (through hazardous waste outlets)
 - 12. Wood
 - 13. Plastic film (sheeting, shrink wrap, packaging)
 - 14. Window glass
 - 15. Wood
 - 16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
 - 1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's superintendent
 - d. Major subcontractors
 - e. Waste Management Coordinator
 - f. Other concerned parties.
 - 2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
 - 3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.

1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
 - 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.

2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work,
 - c. Reuse of materials on-site or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility;
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
 - c. Processing and reusing materials on-site;
 - d. Self-hauling to a recycling or material recovery facility.
 4. Name of recycling or material recovery facility receiving the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Including cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

- 1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
- 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
- 3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
- 4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

3.5 UNIVERSAL WASTE DIVERSION

- A. Remove all universal waste from fixtures, panels, and related devices for proper diversion and reclamation.
- B. Store all universal waste in containers provided by contact person within facilities operations.
- C. Store all universal waste in a secured location and request periodic removal from assigned contact person.
- D. Exemption: electric motors, circuit breakers, transformers and lighting contactors are exempt from this provision provided the contractor chooses to salvage or reuse the components.
- E. No identified universal waste will be discarded into the waste stream.

END OF SECTION

WASTE MANAGEMENT PROGRESS REPORT				
MATERIAL CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumpage, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
		Percentage of Waste Diverted	(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)	

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 2. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
 - 6. Advise Owner of changeover in heat and other utilities.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated copy.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1.) Clean HVAC system in compliance with NADCA Standard 1992-01.
Provide written report on completion of cleaning.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.

- C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare written report.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide re-

placements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF CLOSEOUT PROCEDURES

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCT

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
 4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file **with comment function enabled**.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF PROJECT RECORD DOCUMENTS

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.
- B. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Date of video recording.
 2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
 3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
1. Inspect and discuss locations and other facilities required for instruction.
 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 3. Review required content of instruction.
 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:

- a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.

- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF DEMONSTRATION AND TRAINING

DIVISION 26 SECTION 26 05 00
COMMON WORK RESULTS FOR ELECTRICAL
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SECTION 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 ALTERNATES

- A. Refer to Division 01 Section 012300, *Alternates* for description of work under this Section affected by Alternates.

1.3 SUMMARY

- A. Section Includes:
 - 1. Electrical equipment coordination and installation.
 - 2. Sleeves for raceways and cables.
 - 3. Sleeve seals.
 - 4. Foam Duct Sealant.
 - 5. Grout.
 - 6. Plywood Backboards.
 - 7. Common electrical installation requirements.
- B. Provide all labor, materials, equipment, and services necessary for and incidental to the complete installation and operation of all electrical work.
- C. Unless otherwise specified, all submissions shall be made to, and acceptances and approvals made by the Architect and the Engineer.
- D. Contract Drawings are generally diagrammatic and all offsets, fittings, transitions and accessories are not necessarily shown. Furnish and install all such items as may be required to fit the work to the conditions encountered. Arrange conduits, equipment, and other work generally as shown on the Contract Drawings, providing proper clearance and access. Where departures are proposed because of field conditions or other causes, prepare and submit detailed shop drawings for approval in accordance with Article "Submittals" specified below. The right is reserved to make reasonable changes in location of equipment, boxes, conduit/wiring, and devices, up to the time of rough-in or fabrication.
- E. Conform to the requirements of all rules, regulations and codes of local, state and federal authorities having jurisdiction.

- F. Coordinate the work under Division 26 with the work of all other construction trades.
- G. Be responsible for all construction means, methods, techniques, procedures, and phasing sequences used in the work. Furnish all tools, equipment and materials necessary to properly perform the work in first class, substantial, and workmanlike manner, in accordance with the full intent and meaning of the Contract Documents.
- H. Arrange conduit, wiring, equipment, and other work generally as shown, providing proper clearances and access. Carefully examine all Contract Drawings and fit the work in each location without substantial alteration. Where departures are proposed because of field conditions or other causes, prepare and submit detailed shop drawings for approval in accordance with Article "Submittals" as hereinafter specified. The right is reserved to make reasonable changes in location of equipment, conduit and wiring up to the time of rough-in or fabrication.

1.4 PERMITS AND FEES

- A. Obtain all permits and pay taxes, fees and other costs in connection with the work. File necessary plans, prepare documents, give proper notices and obtain necessary approvals. Deliver inspection and approval certificates to Owner prior to final acceptance of the work.
- B. Permits and fees shall comply with Division 01 Section 010000, *General Requirements*.
- C. Notify Inspection Authorities to schedule inspections of work.
- D. Notify Architect and Engineer in advance of scheduled inspections.
- E. An electrical foreman, superintendent or other supervisor shall be in attendance for all scheduled inspections.

1.5 EXAMINATION OF SITE

- A. Examine the site, determine all conditions and circumstances under which the work must be done, and make all necessary allowances for same. No additional cost to the Owner will be permitted for Contractor's failure to do so.
- B. Examine and verify specific conditions described in individual Specifications sections.
- C. Verify that utility services are available, of the correct characteristics, and in the correct locations.

1.6 INTERPRETATION OF DOCUMENTS

- A. Any discrepancies between Drawings, Specifications, Drawings and Specifications, or within Drawings and Specifications shall be promptly brought to the attention of the Owner during the bidding period. No allowance shall subsequently be made by reason of failure to have brought said discrepancies to the attention of the Owner during the bidding period or of any error on the Bidder's part.
- B. The locations of products shown on Drawings are approximate. Place the devices to eliminate all interference with above-ceiling ducts, piping, etc. Where any doubt exists, the exact location shall be determined by the Owner.
- C. All general trades and existing conditions shall be checked before installing any outlets, power wiring, etc.
- D. Equipment sizes shown on the Drawings are estimated. Before installing any wire or conduit, obtain the exact equipment requirements and install wire, conduit, or other item of the correct size for the equipment actually installed. However, wire and conduit sizes shown on the Drawings shall be taken as a minimum and shall not be reduced without written approval from the Owner.
- E. Where variances occur between the Drawings and Specifications or within either document itself, the item or arrangement of better quality, greater quality, or higher cost shall be included in the Contract Price. The Engineer will decide on the item and manner in which the work shall be installed.
- F. Contract Drawings are generally diagrammatic and all offsets, fittings, transitions, and accessories are not necessarily shown. Furnish and install all such items as may be required to fit the work to the conditions encountered. Arrange conduits, equipment, and other work generally as shown on the Contract Drawings, providing proper clearance and access. Where departures are proposed because of field conditions or other causes, prepare and submit detailed Shop Drawings for approval in accordance with Article "Submittals" as herein after specified. The right is reserved to make reasonable changes in location of equipment, conduit/wiring, and devices, up to the time of rough-in or fabrication.
- G. Work not specifically outlined, but reasonably incidental to the completion of the work, shall be included without additional compensation from the Architect, Engineer, or Owner.
- H. Perform the work in a first-class, substantial and workmanlike manner. Any materials installed which do not present an orderly and neat workmanlike appearance shall be removed and replaced when so directed by the Engineer, at the Contractor's expense.
- I. Contact and coordinate service entrance equipment and layout with local power company prior to ordering or installing any service entrance equipment. Contractor shall furnish and install all incoming raceway and service entrance cables. If the power company plans to install cable and/or conduit, Contractor is responsible for proper coordination of

cable, conduit, lug sizes, etc., for proper interface between utility owned/installed equipment and Contractor-installed equipment.

- J. The Owner shall make the application for electrical service and pay for all service charges, as coordinated with the Contractor.
- K. The complete set of Architectural, Civil, Structural, Mechanical, and Electrical Drawings and Specifications apply to this work. The successful Bidder shall familiarize himself with all other related documents.

1.7 MATERIALS AND EQUIPMENT

- A. Materials and equipment installed as a permanent part of the project shall be new, unless otherwise indicated or specified, and of the specified type and quality. Existing items of equipment are being reconnected under another Division of these Specifications. The Contractor shall be responsible for connecting all utilities as shown on the Drawings, to equipment identified as existing.
- B. The Contractor shall only submit those manufacturers indicated in the Specification. Where material or equipment is identified by proprietary name, model number and/or manufacturer, furnish named item, or its equal, subject to approval by Engineer. Substituted items shall be equal or better in quality and performance and must be suitable for available space, required arrangement, and application. Alternate manufacturers will not be considered unless the specific item indicates "or as approved equal". Submit all data necessary to determine suitability of substituted items, for approval.
- C. The suitability of named item only has been verified. Where more than one item is named, only the first named item has been verified as suitable. Substituted items, including items other than first named shall be equal or better in quality and performance to that of specified items, and must be suitable for available space, required arrangement and application. Contractor, by providing other than the first named manufacturer, assumes responsibility for all necessary adjustments and modifications necessary for a satisfactory installation. Adjustments and modifications shall include but not be limited to electrical, structural, support, and architectural work.
- D. Substitution will not be permitted for specified items of material or equipment where noted.
- E. All items of equipment furnished shall have a service record of at least five (5) years.

1.8 ELECTRICAL WORK UNDER OTHER DIVISIONS

- A. Mechanical Equipment and Systems

1. In general, power wiring and motor starting equipment for mechanical equipment and systems are furnished and installed under Electrical Division 26.
 2. Certain mechanical units are furnished from the factory with starters, contactors, transformers, fuses, wiring, etc., required for fans, pumps, etc. When this equipment is supplied from the factory, the Electrical Contractor must supply power circuit(s) to the unit and a disconnecting means. Coordinate with Mechanical Contractor so that one and only one, set of starters, fuses, switches, etc., is provided and installed.
 3. In general, control and interlock equipment for HVAC systems (including associated wiring, conduit, transformers, relays, contacts, etc.) is furnished under Division 23. Division 26 shall install and connect all such equipment as necessary.
 4. Controls, wiring, conduit, transformers, etc., for smoke, fire, and motor-operated dampers are provided under Division 23. Division 26 shall install and connect all such equipment.
- B. Architectural Equipment: In general, any electrically operated or controlled equipment furnished under architectural divisions shall be supplied with control wiring, transformers, contacts, etc. Provide power circuits and disconnects to such equipment and install all electrical control equipment related thereto.
- C. Owner Furnished Equipment: In general, Owner furnished equipment is either provided or wired by the equipment supplier. Provide power circuits to such equipment and make final connections to equipment being provided by the Owner.
- D. Carefully review the Contract Documents and coordinate the electrical work under the various Divisions.

1.9 FIRE SAFE MATERIALS

- A. Unless otherwise indicated, materials and equipment shall conform to UL, NFPA and ASTM standards for fire safety with smoke and fire hazard rating not exceeding flame spread of 25 and smoke developed of 50.

1.10 REFERENCED STANDARDS, CODES AND SPECIFICATIONS

- A. Specifications, Codes and Standards listed below are included as part of this Specification, latest edition:
1. ADA - Americans with Disabilities Act
 2. ANSI - American National Standards Institute
 3. ASTM - American Society for Testing and Materials
 4. CSA - Canadian Standards Association

- 5. DNREC - Delaware Department of Natural Resources and Environmental Control
- 6. EPA - Environmental Protection Agency
- 7. FM - Factory Mutual
- 8. IBC - International Building Code
- 9. IEEE - Institute of Electrical and Electronics Engineers
- 10. NEC - National Electrical Code
- 11. NECA - National Electrical Contractors Association
- 12. NEMA - National Electrical Manufacturers Association
- 13. NFPA - National Fire Protection Association
- 14. OSHA - Occupational Safety and Health Act
- 15. UL - Underwriters' Laboratories

B. The application standards of the local electric utility company.

C. Electrical construction materials shall, where a listing is normal for the particular class of material, be listed in *Electrical Construction Materials List* of the Underwriters' Laboratories, Inc. (U.L.) and shall bear the listing label. Electrical equipment shall, where a listing is normal for the particular class of equipment, be listed in the *Electrical Appliance and Utilization Equipment List* of the Underwriters' Laboratories, Inc. (U.L.) and shall bear the listing label. Materials and equipment listed and labeled as "approved for the purpose" by other nationally recognized testing laboratory, inspection agency or approved organization (such as E.T.L. or Factory Mutual) shall be acceptable.

1.11 SUBMITTALS

A. Product Data: For items specified in Part 2 of this Section.

1.12 SUBMITTALS, REVIEW AND ACCEPTANCE

A. Equipment, materials, installation, workmanship and arrangement of work are subject to review and acceptance. No substitution will be permitted after acceptance of equipment or materials except where such substitution is considered by the Architect/Engineer, to be in best interest of Owner.

B. After acceptance of Material and Equipment List, submit six (6) copies, or more as required under the General Conditions, of complete descriptive data for all items. Data shall consist of Specifications, data sheets, samples, capacity ratings, performance curves, operating characteristics, catalog cuts, dimensional drawings, wiring diagrams, installation instructions, and any other information necessary to indicate complete compliance with Contract Documents. Edit submittal data specifically for application to this project.

- C. Thoroughly review and stamp all submittals to indicate compliance with contract requirements prior to submission. Coordinate installation requirements and any electrical requirements for equipment submitted. Contractor shall be responsible for correctness of all submittals.
- D. Submittals will be reviewed for general compliance with design concept in accordance with Contract Documents, but dimensions, quantities, or other details will not be verified.
- E. Identify submittals, indicating intended application, location and service of submitted items. Refer to Specification sections or paragraphs and Drawings where applicable. Clearly indicate exact type, model number, style, size and special features of proposed item. Submittals of a general nature will not be acceptable. For substituted items, clearly list on the first page of the submittal all differences between the specified item and the proposed item. The Contractor shall be responsible for corrective action and maintaining the Specification requirements if differences have not been clearly indicated in the submittal.
- F. Submit actual operating conditions or characteristics for all equipment where required capacities are indicated. Factory order forms showing only required capacities will not be acceptable. Call attention, in writing, to deviation from contract requirements.
- G. Acceptance will not constitute waiver of contract requirements unless deviations are specifically indicated and clearly noted. Use only final or corrected submittals and data prior to fabrication and/or installation.
- H. For any submittal requiring more than two (2) reviews by the Engineer (including those caused by a change in subcontractor or supplier) the Owner will withhold Contractor's funds by a change order to the contract to cover the cost of additional reviews. One review is counted for each action including rejection or return of any reason.

1.13 SHOP DRAWINGS

- A. Prepare and submit Shop Drawings for all electrical equipment, specially fabricated items, modifications to standard items, specially designed systems where detailed design is not shown on the Contract Drawings, or where the proposed installation differs from that shown on Contract Drawings.
- B. Submit Product Data and Shop Drawings including but not limited to the list below, in addition to provisions of the paragraph above. Identify all shop drawings by the name of the item and system and the applicable Specification paragraph number and Drawing number.
- C. Every submittal including, but not limited to the list below, shall be forwarded with its own transmittal as a separate, distinct shop drawing. Grouping of items/systems that are not related shall unacceptable.

Items and Systems

1. Analysis and Coordination Study
 2. Basic Electrical Materials
 3. Cable – 600 Volt
 4. Circuit Breakers
 5. Conduit and Surface Raceway
 6. Contractor and Subcontractor Qualifications
 7. Controllers and Control Devices
 8. Equipment Connections
 9. Equipment Pads
 10. Firestopping
 11. Ground Conductors, Rods
 12. Identification System
 13. Lamps
 14. Lighting Control Equipment
 15. Light Fixtures
 16. Low Voltage Fuses
 17. Material and Equipment List
 18. Motor Controllers
 19. Occupancy and Vacancy Sensors
 20. Outlet Boxes
 21. Panelboards
 22. Receptacles
 23. Record and Information Booklet
 24. Safety Switches
 25. Schedule of Values
 26. Sleeves, Hangers, Supports
 27. Submittal Schedule
 28. Surge Suppression Devices
 29. Switchboards
 30. Tests and Reports
 31. Transformers
 32. Wiring Devices
 33. Wiring Diagrams
- D. Submittals shall include, but not be limited to, the following information: size, type, functional characteristics, compliance with standards in Division 26, required service access which shall be suitable for intended location and use, electrical service connections and requirements, and deviations from Contract Document requirements.
- E. Submit for approval any other shop drawings as required by the Architect/Engineer. No item listed above shall be delivered to the site, or installed, until approved. After the proposed materials have been approved, no substitution will be permitted except where approved by the Engineer.
- F. Submit for approval schematic diagrams of each electrical system installed in the building. Diagrams shall indicate device location, service, type, make, model number

and the identification number of each device in the particular system. Following approval by all authorities, the diagrams shall be framed, mounted under glass and hung in each Main Equipment Room. Deliver the tracing or sepia from which the diagrams were reproduced to the Owner.

- G. Submittals shall include Riser Diagrams and Schematic Wiring Diagrams, complete conduit and wire requirements, outlet and junction box sizes and power requirements, for the following systems:
 - 1. Fire Alarm System
 - 2. Grounding and Bonding System
 - 3. Lighting Control System(s)
 - 4. Occupancy/Vacancy Sensor Layout
- H. For any shop drawing requiring more than two (2) reviews by the Engineer (including those caused by a change in subcontractor or supplier) the Owner will withhold Contractor's funds by a change order to the contract to cover the cost of additional reviews. One review is counted for each action including rejection or return for any reason.
- I. Prepare and submit a detailed schedule of values indicating the Contract costs for the major work items. Provide additional detail and information as requested by the Engineer.

1.14 DEFINITIONS

- A. *Approve*: To permit use of material, equipment or methods conditional upon compliance with contract documents requirements.
- B. *Building Line*: Exterior wall of building.
- C. *Concealed*: Hidden from sight in chases, formed spaces, shafts, hung ceilings, embedded in construction.
- D. *Conduits* include conduit, all fittings, identification, and other accessories relative to such conduit.
- E. *Contractor*: The Electrical Contractor and any of his subcontractors, vendors, suppliers, or fabricators.
- F. *EPDM*: Ethylene-propylene-diene terpolymer rubber
- G. *Exposed*: Not installed underground or *concealed* as defined above.
- H. *Finished Spaces*: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceiling, unexcavated spaces, crawl spaces, and tunnels.

- I. *Furnish and install or provide:* To supply, erect, install, and connect to complete for readiness for regular operation, the particular work referred to.
- J. *Location, Damp:* Locations protected from water and not subject to saturation with water or other liquids, but subject to moderate degrees of moisture. Examples of such locations include interior locations such as basements, crawlspaces, attics, cold-storage rooms, etc.
- K. *Location, Dry:* A location not normally subject to dampness or wetness. A dry location may temporarily be subject to dampness or wetness during building construction.
- L. *Location, Wet:* Locations subject to saturation with water or other liquids, locations exposed to weather, and installations underground or in concrete slabs or masonry in direct contact with the Earth. Examples of such locations include all exterior locations (including those under canopies, roofed open porches, etc.) commercial kitchens, and vehicle washing areas.
- M. *NBR:* Acrylonitrile-butadiene rubber.
- N. *Review:* Limited observation or checking to ascertain general conformance with design concept of the work and with information given in contract documents. Such action does not constitute a waiver or alteration of the contract requirements.

1.15 RECORD DRAWINGS

- A. Upon completion of the electrical installations, the Contractor shall deliver to the Architect one complete set of prints of the electrical Contract Drawings which shall be legibly marked in red pencil to show all changes and departures of the installation as compared with the original design. They shall be suitable for use in preparation of Record Drawings.
- B. Contractor shall incorporate all sketches, addendums, value engineering, change orders, etc., into record drawings prior to delivering the same to the Architect.

1.16 WARRANTY

- A. Contractor's attention is directed to warranty obligations contained in the General Conditions.
- B. The above shall not in any way void or abrogate equipment manufacturer's guarantee or warranty. Certificates of equipment manufacturer's warranties shall be included in the operations and maintenance manuals.
- C. The Contractor guarantees for a two (2) year period from the time of final acceptance by the Owner:

1. That the work contains no faulty or imperfect material or equipment or any imperfect, careless, or unskilled workmanship.
2. That all work, equipment, machines, devices, etc. shall be adequate for the use to which they are intended, and shall operate with ordinary care and attention in a satisfactory and efficient manner.
3. That the Contractor will re-execute, correct, repair, or remove and replace with proper work, without cost to the Owner, any work found to be deficient. The Contractor shall also make good all damages caused to their work or materials in the process of complying with this section.
4. That the entire work shall be water-tight and leak-proof.

1.17 OPERATIONS AND MAINTENANCE MANUALS

- A. The Contractor shall have prepared six (6) copies of the Operations and Maintenance Manual and deliver these copies of the manual to the Owner. The manual shall be as specified herein. The manual must be approved and will not be accepted as final until so stamped.
- B. The manual shall be bound in a three-ring loose-leaf binder similar to National No. 3881 with the following title lettered on the front: *Operations and Maintenance Manual – Bayard Middle School Phase 1 - Electrical*. No sheets larger than 8-1/2 inches x 11 inches shall be used, except sheets that are neatly folded to 8-1/2 inches x 11 inches and used as a pull-out. Provide divider tabs and table of contents for organizing and separating information.
- C. Provide the following data in the manual:
 1. As first entry, an approved letter indicating the starting/ending time of Contractor's warranty period.
 2. Maintenance operation and lubrication instructions on each piece of equipment furnished.
 3. Complete catalog data on each piece of electrical equipment furnished including approved Shop Drawing/Submittal with Engineer's Comments (if any).
 4. Manufacturer's extended limited warranties on equipment.
 5. Provide sales and authorized service representatives names, address, and phone numbers of all equipment and subcontractors.
 6. Provide supplier and subcontractor's names, address, and phone number.

7. Catalog data of all equipment, starters, etc. shall include wiring diagrams, parts list and assembly drawing.
 8. Access panel charts with index illustrating the location and purpose of access panels.
 9. Approved Electrical Certificates.
 10. Start-up reports for equipment.
- D. Submit Operations and Maintenance Manual prior to anticipated date of Substantial Completion for Engineer review and approval. Substantial Completion requires that Operations and Maintenance Manuals be reviewed and approved.
 - E. Post one (1) copy of all instructions, lists, charts and diagrams at the equipment mounted under glass or approved plastic cover.
 - F. Deliver all instruction materials to the Owner prior to the formal instruction period.
 - G. Upon completion of all work, thoroughly instruct the Owner's representatives in the proper operation and maintenance of all electrical equipment and systems.
 - H. Instructions shall be done only after completed systems have been put into operation and tested for proper operation and performance.
 - I. Instructions shall be given only by experts in the equipment or system and shall include descriptions and demonstrations of procedures of operation, data record keeping, etc.
 - J. Furnish the necessary technicians, skilled workers, and helpers to operate the electrical systems and equipment of the entire project for one 8-hour day.
 - K. Where specified in technical sections, provide longer periods required for specialized equipment.
 - L. Instruct the Owner or designated personnel in operation, maintenance, lubrication, and adjustment of systems and equipment.
 - M. The Operations and Maintenance Manual shall be available at the time of the instructions, for use by Instructors and Owner personnel.
 - N. Schedule the general and specialized instruction periods for a time agreed upon by the Owner and Engineer.

1.18 INSTALLATION AND COORDINATION DRAWINGS

- A. Prepare, submit and use composite installation and coordination drawings to assure proper coordination and installation of the work. Drawings shall include, but not be limited to the following:
 - 1. Mechanical Rooms indicating transformers, panelboards, enclosures, boxes, conduits, mechanical equipment, ductwork, and piping, etc.
 - 2. Electrical Rooms indicating switchboards, panelboards, enclosures, boxes, transformers, conduits, wireways, etc.
- B. Draw plans to a scale not less than ¼ inch equals one foot. Include plans, sections and elevations of the proposed work, showing all equipment (mechanical, plumbing and electrical), conduit and wiring in the areas involved. Fully dimension all work, horizontally and vertically. Show coordination with other work including piping, ductwork and other mechanical work, walls, doors, ceilings, columns, beams, joists and other architectural and structural work.
- C. Identify all equipment and devices on wiring diagrams. Where field connections are shown to factory-wired terminals, furnish manufacturer's literature showing internal wiring of equipment.
- D. Prepare, submit, and use scaled layout drawings indicating dimensions, clearances, and actual equipment dimensions. Layout Drawings shall include, but not be limited to the following:
 - 1. Building penetrations.
- E. Prepare scaled coordination drawings in accordance with the Specifications. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are of importance to the efficient flow of the Work, including (but not necessarily limited to) the following:
 - 1. Indicate the proposed locations of power, lighting, and all special system raceways, equipment, and materials. Include the following:
 - a. Working space and dedicated space clearances per the NEC.
 - b. Clearances for equipment disassembly required for periodic maintenance.
 - c. Exterior wall and foundation penetrations.
 - d. Fire-rated wall and floor penetrations.
 - e. Equipment connections and support details.
 - f. Sizes and locations of required concrete bases.

2. Indicate scheduling, sequencing, movement, and positioning of large equipment into the building during construction, including, but not limited to, the following: Major conduits and feeders.
3. Prepare floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.
4. The successful Bidder shall be responsible for indicating all raceways described in notes or indicated by home run symbols.
5. The successful Bidder shall check all trades' Drawings, including Civil, Architectural, Structural, Plumbing, and Mechanical, to avoid possible demolition and installation conflicts.

PART 2. PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Advance Products & Systems, Inc.
 - b. Bridgeport Fittings, Inc.
 - c. Calpico, Inc.
 - d. GS Metals Corporation
 - e. Metraflex Co.
 - f. O-Z/Gedney
 - g. Pipeline Seal and Insulator, Inc.
 - h. Racor, Inc.
2. Sealing Elements: EPDM, NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 3. Pressure Plates: Stainless Steel. Include two for each sealing element.
 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.4 FOAM DUCT SEALANT

- A. Description: Two-part, high-expansion foam duct sealant to keep water, acids, dust, gases, insects and rodents out of ducts (conduits).
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. American Polywater Corporation
- C. Basis of Design: FST Foam Sealant by American Polywater Corporation.
- D. The foam duct sealant shall be a two-part "blown" urethane foam with 98% closed cell content.
- E. The foam duct sealant shall have a compressive strength of 300 pounds (ASTM D1691), a ten sile strength of 250 pounds (ASTM D1623), and a flexural strength of 450 pounds (ASTM D790).
- F. The foam duct sealant shall be compatible with common cable jacket materials. The cured foam shall be an inert solid that does not affect jacket materials.

- G. The foam duct sealant shall withstand temperatures from -20 degrees Fahrenheit to 200 degrees Fahrenheit and shall not lose function in direct sunlight
- H. The foam duct sealant shall be chemically resistant to gasoline, oils, dilute acids and bases, and most unsaturated hydrocarbons.
- I. The foam duct sealant shall foam and react in five to ten minutes at 70 degrees Fahrenheit.
- J. When installed, the sealant shall be capable of holding 7.25 psi air pressure continuously (equivalent of 16.4 feet water-head pressure).

2.5 PLYWOOD BACKBOARDS

- A. 4'x8'x 3/4" thick AC grade or better fire-retardant plywood.
- B. Backboards shall be painted with a minimum of two coats of flame retardant paint to match adjacent wall color.

2.6 FASTENERS

- A. All fasteners located in public spaces including classrooms, corridors, lobbies, toilet rooms, etc., shall be provided with tamper proof fasteners. Provide Pin Phillips hardware as manufactured by Challenge Industries or approved equal.

PART 3. EXECUTION

3.1 TEMPORARY FACILITIES

- A. General: Refer to the Division 01 Sections for general requirements of temporary facilities.
- B. Description: Furnish and install the necessary metering and distribution equipment for an adequate, 3-phase, 4-wire temporary electrical service and all temporary wiring and lighting, including step-down or step-up dry-type transformers as required. Exact requirements for temporary service will be determined by the General Contractor.
- C. Attention is directed to the Occupational Safety and Health Act (OSHA), Americans with Disabilities Act (ADA) and National Electrical Code (NEC) requirements for electrical work on construction sites.

D. Materials:

1. Lights at each floor in each stair. At least one light outlet per 900 square feet on each floor exclusive of stairs.
2. One 20-ampere circuit with ground fault protection for each 7500 square feet of gross floor area per floor to which various trades may attach their cords.
3. One temporary power line in each corridor elevator and lobby, including connections to saws, if required, with ground fault protection.
4. Power for testing and operating of elevators.
5. Temporary lighting for stripping forms for all floors below grade.
6. Power for crane operation if required.

E. Installation: Temporary lighting shall provide minimum foot candle levels for construction as follows:

AREA	FOOT CANDLE LEVEL
General construction area lighting, corridors, hallways and exit ways.	5
Electrical equipment rooms, active storerooms, shops, locker and dressing areas	10

F. The Contractor shall pay for all energy charges for temporary service. Provide temporary construction power. Remove all temporary power installations and connections after permanent power is established and/or prior to completion of the project.

3.2 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Install equipment with working space and dedicated space in strict accordance with 2008 NEC Article 110.26.
- E. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such

a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

- F. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- G. Verify exact electrical service requirements for each piece of equipment receiving electrical connections. Provide proper service for each.
- H. Include any and all items required by the National Electrical Code and/or field conditions for the proper connection and installation of each piece of equipment.
- I. Right of Way: Give to piping systems installed at a required slope.
- J. Coordinate electrical work with architectural items and equipment by others. Typical equipment refers to, but is not limited to, the following:
 - 1. Countertops, Casework and Cabinets.
 - a. Do not install outlets, switches, etc., behind casework, cabinets, etc.
 - b. Data, phone, and other low voltage system outlets shall be mounted above the counter tops to match power outlets in the same areas.
 - c. Coordinate counter top outlets with drilling of casework/counters.
 - d. Coordinate surface raceways and outlets above and below counters with approved casework shop drawings to avoid conflicts with sinks and other appurtenances.
 - 2. Kitchen Equipment.
 - a. Verify kitchen equipment nameplates and connection requirements prior to rough-in.
 - b. Fans and Exhaust Hoods.
 - c. Dishwasher Hoods and Fans.
 - 3. Classroom Equipment.
 - a. Verify classroom equipment nameplates and connection requirements prior to rough-in.
 - b. Exhaust Hoods and Fume Hoods.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements of Division 07 Section 079200 *Joint Sealants*.
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements of Division 26 Section 260528 *Electrical Firestopping*.
- K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Cut sleeves to length for mounting flush with both surfaces of walls.

3.4 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve.

Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 26 Section, *Electrical Firestopping*.

3.6 SUPPORTS, HANGERS AND FOUNDATIONS

- A. Provide supports, hangers, braces, attachments and foundations required for the work. Support and set the work in a thoroughly substantial and workmanlike manner without placing strains on materials, equipment, or building structure, submit shop drawings for approval. Coordinate all work with the requirements of the structural division.
- B. Supports, hangers, braces, and attachments shall be standard manufactured items or fabricated structural steel shapes. All interior hangers shall be galvanized or steel with rust inhibiting paint. All exterior hangers shall be constructed of stainless steel utilizing stainless steel rods, nuts, washers, bolts, etc.
- C. Installing Equipment Foundations (Housekeeping Pads):
 - 1. Provide four (4) inch high concrete foundations (housekeeping pads) for all floor-mounted equipment extending a minimum of 6 inches beyond equipment bases for interior equipment and a minimum of 12 inches beyond equipment bases for exterior equipment, unless otherwise noted. Furnish foundations, bolts, sleeves, and appurtenances and set under the section furnishing the equipment. Anchor the concrete foundations by dowels inserted into the floor slab. Provide welded wire fabric reinforcement, chamfer exposed edges and corners, and finish exposed surfaces smooth.
 - 2. Unless otherwise specified, provide all concrete work required in accordance with the requirements of Division 03.
 - 3. Equipment shall be properly aligned. Level and grout equipment where necessary. Support conduit independently of equipment and so as not to cause a strain or thrust.
 - 4. Determine exact location of all equipment, foundations, and supports after Shop Drawings of equipment have been approved.
- D. Where new concrete housekeeping pads are placed on existing concrete, saw cut the existing concrete to the perimeter dimension of the new pad to a depth of ½ inch. Break out the top ½ inch area of the existing concrete. Add stubs of #4 rebar angled into the

existing concrete at a depth of approximately 50 percent of the existing slab thickness. The top portion of the rebar stub shall extend into the new pad by approximately 50 percent of its thickness. Furnish one rebar stub per every two square feet of new pad. Chemically bond the new concrete to the existing concrete.

3.7 PROVISIONS FOR ACCESS

- A. The Contractor shall provide access panels and doors for all concealed equipment, and other devices requiring maintenance, service, adjustment or manual operation.
- B. Where access doors are necessary, furnish and install manufactured painted steel door assemblies consisting of hinged door, key locks, and frame designed for the particular wall or ceiling construction. Properly locate each door. Door sizes shall be a 12 inches x 12 inches for hand access, 18 inches x 18 inches for shoulder access and 24 inches x 24 inches for full body access where required. Review locations and sizes with Architect prior to fabrication. Provide U.L. approved and labeled access doors where installed in fire rated walls or ceilings. Doors shall be Milcor Metal Access Doors as manufactured by Inland-Ryerson, Mifab, or approved equal.
 - 1. Acoustical or Cement Plaster: Style B
 - 2. Hard Finish Plaster: Style K or L
 - 3. Masonry or Dry Wall: Style M
- C. Where access is by means of liftout ceiling tiles or panels, mark each ceiling grid using small color-coded and numbered tabs. Provide a chart or index for identification. Place markers within ceiling grid not on ceiling tiles.
- D. Access panels, doors, etc. described herein shall be furnished under the section of Specifications providing the particular service and to be turned over to the pertinent trade for installation. Coordinate installation with installing Contractor. All access doors shall be painted in baked enamel finish to match ceiling or wall finish.
- E. Submit shop drawings indicating the proposed location of all access panels/doors. Access doors in finished spaces shall be coordinated with air devices, lighting and sprinklers to provide a neat and symmetrical appearance.
- F. Provide sufficient access and working space for repair and maintenance about all lighting and electrical equipment to permit ready and safe operation and maintenance of such equipment OSHA 29 CFR 1910 Subpart D and 1910.303(g).

3.8 PAINTING AND FINISHES

- A. Provide protective finishes on all materials and equipment. Use coated or corrosion-resistant materials, hardware and fittings throughout the work. Paint bare, untreated

ferrous surfaces with rust-inhibiting paint. All exterior components including supports, hangers, nuts, bolts, washers, vibration isolators, etc. shall be stainless steel.

- B. Clean surfaces prior to application of insulation, adhesives, coatings, paint, or other finishes.
- C. Provide factory-applied finishes where specified. Unless otherwise indicated factory-applied paints shall be baked enamel with proper pretreatment.
- D. Protect all finishes and restore any finishes damaged as a result of work under Division 26 to their original condition.
- E. The preceding requirements apply to all work, whether exposed or concealed, as defined herein.
- F. Remove all construction marking and writing from exposed equipment, ductwork, piping and building surfaces. Do not paint manufacturer's labels or tags.
- G. All exterior equipment and conduits shall be painted to match adjacent surface in color as selected by Architect, unless otherwise indicated by the Architect.
- H. All exposed conduit, equipment, etc. in finished spaces shall be painted. Colors shall be as selected by the Architect and conform to ANSI Standards.

3.9 COLOR SELECTION

- A. Color of finishes shall be as selected by the Architect.

3.10 PROTECTION OF WORK

- A. Protect work, material and equipment from weather and construction operations before and after installation. Properly store and handle all materials and equipment.
- B. Cover temporary openings in conduits and equipment to prevent the entrance of water, dirt, debris, or other foreign matter. Deliver conduits with factory applied end caps.
- C. Cover or otherwise protect all finishes.
- D. Replace damaged materials, devices, finishes and equipment.
- E. Protect stored conduits from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor, where stored inside.

3.11 OPERATION OF EQUIPMENT

- A. Clean all systems and equipment prior to initial operation for testing, or other purposes. Lubricate, adjust, and test all equipment in accordance with manufacturer's instructions. Do not operate equipment unless all proper safety devices or controls are operational. Provide all maintenance and service for equipment that is authorized for operation during construction.
- B. Where specified, or otherwise required, provide the services of the manufacturer's factory-trained servicemen or technicians to start up the equipment. Where factory start-up of equipment is not specified, provide field start-up by qualified technician.
- C. Submit factory start-up sheets or field start-ups sheets for all equipment prior to the commencement of testing.
- D. Do not use electrical systems for temporary services or during construction, unless approved by Owner in writing. Refer to Division 01 Section 015000 *Temporary Facilities and Controls*.
- E. Upon completion of work, clean and restore all equipment to new conditions; replace expendable items.

3.12 TESTING AND ADJUSTMENT

- A. Perform all tests which are specified or required to demonstrate that the work is installed and operating properly. Where formal tests are required, give proper notices and perform all necessary preliminary tests to assure that the work is complete and ready for final test.
- B. Adjust all systems, equipment and controls to operate in a safe, efficient and stable manner.
- C. On all circuits, 600 volts or less, provide circuits that are free from ground faults, short circuits and open circuits.
- D. Other tests of a specific nature for special equipment shall be as specified under the respective equipment.
- E. Submit all test results to the Architect/Engineer for approval.

3.13 WALL AND FLOOR PENETRATIONS

- A. All penetrations of partitions, ceilings, roofs and floors by or conduit under Division 26 shall be sleeved, sealed, and caulked airtight for sound and air transfer control.

Penetrations of mechanical room partitions, ceilings, and floors shall be as specified in Division 26.

- B. All penetrations of fire rated assemblies shall be sleeved, sealed, caulked and protected to maintain the rating of the wall, roof, or floor. Fire Marshal approved U.L. assemblies shall be utilized. See Division 26 Section, *Electrical Firestopping*.
- C. Where penetrating through exterior walls or below grade, provide waterproof pipe penetration seals, as specified in another division of these Specifications.
- D. Provide conduit escutcheons for all exposed conduit penetrations in finished interior spaces and all exposed exterior penetrations. Escutcheons shall match those provided under Division 23.
- E. Conduit sleeves:
 - 1. Galvanized steel pipe, standard weight where pipes are exposed and roofs and concrete and masonry walls. On exterior walls provide anchor flange welded to perimeter.
 - 2. Twenty-two (22) gauge galvanized steel elsewhere.

3.14 EQUIPMENT BY OTHERS

- A. This Contractor shall make all system connections required to equipment furnished and installed under other divisions or furnished by the Owner. Connections shall be complete in all respects to render this equipment functional to its fullest intent.
- B. It shall be the responsibility of the supplier of the equipment to furnish complete instructions for connections. Failure to do so will not relieve the Contractor of any responsibility for improper equipment operation.

3.15 PHASING

- A. Refer to Architectural Specifications and Contract Drawings for any required phasing.
- B. Maintain building egress and traffic ways at all times. Coordinate egress requirements with the State Fire Marshal, the Owner and Authorities Having Jurisdiction (AHJ).
- C. Provide dust barriers/partitions, penetration closures, etc., to ensure safety of building occupants and protection of existing surroundings.
- D. The Building shall remain watertight at all times.
- E. Refer to phasing plans for additional requirements.

- F. Within thirty (30) days of Award of Contract, the Contractor shall submit a minimum of six (6) copies of the proposed Phasing Plan (Drawings and detailed written description) to the Architect for review and approval based on the general and specific requirements indicated on the Drawings and Specifications. The phasing plan shall reflect the work of all trades. The phasing plan shall be updated as often as needed (i.e., major deviations and/or modified sequence of events) and reviewed during each progress meeting so the Owner and Architect can be aware of the areas of construction and progress as it relates to the approved schedule.
- G. While work is in progress, except for designated short intervals during which connections are made, continuity of service shall be maintained to all existing systems. Interruptions shall be coordinated with the Owner as to time and duration. The Contractor shall be responsible for any interruptions to service and shall repair any damages to existing systems caused by his operations.

3.16 OUTAGES

- A. Provide a minimum of fourteen (14) days' notice to schedule outages. The Contractor shall include in their bid outages and/or work in occupied areas to occur on weekends, holidays, or at night. Coordinate and get approval of all outages with the Owner.
- B. Submit *Outage Request Form*, attached at the end of this Section, to Owner for approval.

3.17 CUTTING AND PATCHING

- A. Accomplish all cutting and patching necessary for the installation of work under Division 26. Damage resulting from this work to other work already in place, shall be repaired at Contractor's expense. Where cutting is required, perform work in neat and workmanlike manner. Restore disturbed work to match and blend with existing construction and finish, using materials compatible with the original. Use mechanics skilled in the particular trades required.
- B. Do not cut structural members without approval from the Architect or Engineer.

3.18 PENETRATION OF WATERPROOF CONSTRUCTION

- A. Coordinate the work to minimize penetration of waterproof construction, including roofs, exterior walls, and interior waterproof construction. Where such penetrations are necessary, furnish and install all necessary curbs, sleeves, flashings, fittings and caulking to make penetrations absolutely watertight.
- B. Where conduits penetrate roofs, flash pipe with Stoneman *Stormtite*, Pate or approved equal, roof flashing assemblies with skirt and caulked counter flashing sleeve.
- C. Furnish and install pitch pockets or weather tight curb assemblies where required.

- D. Furnish and install curbs, vent assemblies, and sleeves specifically designed for application to the particular roof construction, and install in accordance with the manufacturer's instructions. The Contractor shall be responsible for sleeve sizes and locations. All roof penetrations shall be installed in accordance with manufacturer's instructions, the National Roofing Contractors Association, SMACNA, and as required by other divisions of these Specifications.

3.19 CONCRETE AND MASONRY WORK

- A. Furnish and install concrete and masonry work for equipment foundations, supports, pads, and other items required under Division 26. Perform work in accordance with requirements of Division 03 and other applicable Divisions of these Specifications.
- B. Concrete shall test not less than 3,000 psi compressive strength after 28 days.
- C. Grout shall be non-shrink, high strength mortar, free of iron or chlorides and suitable for use in contact with all metals, without caps or other protective finishes. Apply in accordance with manufacturer's instructions and standard grouting practices.
- D. Installing Outdoor Equipment Foundations:
 - 1. Provide equipment foundations as indicated in Article "Supports, Hangers, and Foundations" in this Section.
 - 2. Place reinforcement accurately in position shown, securely fasten and support to prevent displacement before or during pouring. Clean, bend, place, and splice reinforcement in accordance with approved shop drawings. Lap ends and sides of mesh reinforcement in slabs not less than one inch. Coverage of main reinforcing shall be as follows:
 - a. Slabs - 3/4 inch
 - b. Concrete poured against earth - 3 inches
 - c. Other locations - 2 inches
 - 3. Properly align, level, and grout all equipment where necessary.

3.20 CONNECTIONS AND ALTERATIONS TO EXISTING WORK

- A. Unless otherwise noted on the Drawings, where existing electrical work is removed, including hangers, to a point below finished floors or behind finished walls and capped, such point shall be far enough behind finished surfaces to allow for installation of normal thickness of required finish material.
- B. Where work specified in Division 26 connects to existing equipment, conduits, etc., Contractor shall perform all necessary alterations, cuttings, fittings, etc., of existing work as may be necessary to make satisfactory connections between new and existing work, and to leave completed work in a finished and workmanlike condition.

- C. Where the work specified under Division 26, or under other Divisions, requires relocation of existing equipment, conduit etc., Contractor shall perform all work and make necessary changes to existing work as may be required to leave completed work in a finished and workmanlike condition.
- D. Where the relocation of existing equipment is required for access or the installation of new equipment, the Contractor shall temporarily remove and/or relocate and re-install as required to leave the existing and new work in a finished and workman like condition.

3.21 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
 - 5. To provide working space and dedicated space clearances per 2008 NEC Article 110.26.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in this Section, Article "Provisions for Access".
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 26 Section 260528 *Electrical Firestopping*.

3.22 DEMOLITION

- A. Unless otherwise noted all existing equipment, conduit, wire, etc., shall remain.
- B. Where existing equipment is indicated to be removed, all associated conduit, power, controls, insulation, hangers, supports and housekeeping pads, etc., shall also be removed. Patch, paint and repair walls/roof/floor to match existing and/or new finishes.

- C. The Contractor shall be responsible for visiting the site and determining the existing conditions in which the work is to be performed.
- D. Refer to phasing plans for additional requirements.
- E. Where any abandoned conduits in existing floors, walls, pipe tunnels, ceilings, etc., conflict with new work, remove abandoned conduits as necessary to accommodate new work.
- F. The location of all existing equipment, conduits etc., indicated is approximate only and shall be checked and verified. Provide all new electrical work required to connect to or clear existing work as applicable.
- G. Maintain egress at all times. Coordinate egress requirements with the State Fire Marshal, the Owner and the Authorities Having Jurisdiction (AHJ).
- H. Make provisions and include in bid all costs associated with confined entry/space requirements in crawl spaces and all other applicable OSHA regulations.
- I. Where required to maintain the existing systems in operation, temporarily backfeed existing systems from new equipment. Contractor shall temporarily extend existing conduit systems to new conduit systems.
- J. At completion of project all temporary conduit, wires, etc., shall be removed in their entirety.
- K. Existing conduit, equipment, wiring, etc., not required for re-use or re-installation in this project, shall be removed from the project site.
- L. Deliver to the Owner, on the premises where directed, existing equipment and materials which are removed and which are desired by the Owner or are indicated to remain the property of the Owner.
- M. All other materials and equipment which are removed shall become property of the Contractor and shall be promptly removed, from the premises, and disposed of by the Contractor, in an approved manner. Contractor shall be responsible for proper disposal of all removed equipment containing PCB's.
- N. Where conduit and wiring are removed, remove all conduit hangers which were supporting the removed conduit. Patch the remaining penetration voids with like materials and paint to match existing construction.
- O. Where required, provide and coordinate removal and re-installation of existing equipment. Take care to protect materials and equipment indicated for reuse. Contractor shall repair or replace items which are damaged. Contractor shall have Owner's representative present to confirm condition of equipment prior to demolition.

- P. Before demolition begins, and in the presence of the Owners representative, test and note all deficiencies in all existing systems affected by demolition but not completely removed by demolition. Provide a copy of the list of system deficiencies to the Owner and the Engineer. Videotape existing conditions in each space prior to beginning demolition work.
- Q. The Owner shall have the first right of refusal for all fixtures, devices and equipment removed by the Contractor.
- R. All devices and equipment designated by the Owner to remain the property of the Owner shall be moved and stored by the Contractor at a location on site as designated by the Owner. It shall be the Contractor's responsibility to store all devices and equipment in a safe manner to prevent damage while stored.
- S. All existing equipment refused by the Owner shall become the property of the Contractor and shall be removed from the site by the Contractor in a timely manner and disposed of in a legal manner.
- T. Work Abandoned in Place: Cut and remove conduit a minimum of 2 inches beyond face of adjacent construction. Cap and patch surface to match existing finish.
- U. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.
- V. Terminate services and utilities in accordance with local laws, ordinances, rules and regulations.

3.23 EXCAVATION AND BACKFILLING

- A. General:
 - 1. Perform all necessary excavation, or installation of work under Division 26, in whatever materials or conditions encountered, using suitable methods and equipment.
 - 2. Accurately establish required lines and grades and properly locate the work.
 - 3. Determine the locations of all existing utilities before commencing the work.
- B. Excavation: (Refer also to other portions of the Specifications)
 - 1. Excavate only the required elevations. If excavation is carried below the foundation lines or other required limits, backfill the excess with concrete.
 - 2. Keep banks of trenches as nearly vertical as possible, and provide sheeting and/or shoring as required for protection of work and safety of personnel. Follow local, State, OSHA, and MOSHA Guidelines.

3. Keep excavations dry. Protect excavations from freezing.
- C. Backfilling: (Refer also to other portions of the Specifications)
1. Backfill excavations to the required elevations and restore surfaces to their original or required conditions.
 2. Backfill shall be similar material, free from objectionable matter such as rubbish, roots, stumps, brush, rocks and other sharp objects. Unless otherwise indicated, suitable material from the excavation may be used for backfill.
 3. Carefully place and mechanically tamp backfill in layers not exceeding 12 inches loose thickness. Compact to 95 percent minimum.
 4. Do not backfill against frozen material. Do not use frozen material for backfill.

END OF COMMON WORK RESULTS FOR ELECTRICAL

OUTAGE REQUEST

DATE APPLIED: _____ BY: _____

DATE FOR OUTAGE: _____ FIRM: _____

START OUTAGE-TIME: _____ DATE: _____

END OUTAGE -- TIME: _____ DATE: _____

AREAS AND ROOMS: _____

FLOOR(S): _____

AREA(S): _____

ROOM(S): _____

WORK TO BE PERFORMED: _____

SYSTEM(S): _____

REQUEST APPROVED BY: _____
(FOREMAN OR OTHER PERSON IN CHARGE)

(FOR OWNER'S USE ONLY):

APPROVED: _____

YES ____ NO ____ BY: _____ DATE: _____

DATE/TIME-AS REQUESTED: _____ OTHER: _____

OWNER'S PRESENCE REQUIRED: _____

YES: ____ NO: ____ NAME: _____

POINT OF CONTACT: _____ PHONE: _____

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DIVISION 26 SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
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SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

- A. Field Test Reports: Indicate and interpret test results for compliance with performance requirements. Indicate procedures and values obtained.
- B. Product Data: Provide for each cable assembly type, wire, cables, conductors, and connectors.
- C. Factory Test Reports: Indicate procedures and values obtained.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.
- E. Project Record Documents: Record actual locations of components and circuits.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: In addition to requirements specified in Division 01 Section 014000, *Quality Control*, an independent testing agency shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Part 1907; or shall be a full-member company of the International Electrical Testing Association.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3 of this Section.
- B. Listing and Labeling: Provide wires and cables specified in this Section that are listed and labeled.

1. The Terms Listed and Labeled: As defined in NFPA 70, Article 100.
2. Listing and Labeling Agency Qualifications: A Nationally Recognized Testing Laboratory as defined in OSHA Regulation 1910.7.
- C. Comply with NEMA/Insulated Cable Engineers Association (ICEA) Standards.
- D. Comply with NECA Standard of Installation.
- E. Comply with NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- F. American Society for Testing and Materials (ASTM): Comply with requirements of the following:
 1. B1: Standard Specification for Hard-Drawn Copper Wire
 2. B2: Standard Specification for Medium-Hard-Drawn Copper Wire
 3. B3: Standard Specification for Soft or Annealed Copper Wire
 4. B8: Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
 5. D753: Standard Specification for General Purpose Polychloroprene Jacket for Wire and Cable
- G. Electrical Testing Laboratories (ETL): Provide wiring, cabling and connector products which are ETL listed and labeled.
- H. Institute of Electrical and Electronics Engineers (IEEE): Comply with the following standards which apply to wiring systems:
 1. 82: Test procedure for Impulse Voltage Tests on Insulated Conductors
 2. 241: Recommended Practice for Electric Power Systems in Commercial Buildings
- I. NFPA: Comply with NFPA 70 requirements for construction, installation and color coding of electrical wire, cable and connections.
- J. National Electrical Manufacturer's Association (NEMA): Comply with requirements of the following:
 1. WC3: Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
 2. WC5: Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

- K. UL: Provide material conforming to the following standards:
 - 1. UL 83 - Thermoplastic-Insulated Wires and Cables.
 - 2. UL 486A - Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - 3. UL 854 - Service-Entrance Cables
- L. UL Labels: Provide wiring, cabling and connector products which are UL listed and labeled.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver wires and cables according to NEMA WC 26, Wire and Cable Packaging.
- B. Storage: Store wire and cable in a clean dry space in original containers. Protect products from weather, damaging fumes, construction debris and traffic.
- C. Handling: Handle wire and cable carefully to avoid abrading, puncturing and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.

1.6 COORDINATION

- A. Coordinate layout and installation of cables with other installations.
- B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Engineer and Architect.
- C. Determine required separation between cables and other work.
- D. Determine cable routing to avoid interference with other work.

1.7 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on the Drawings.
- B. Conductor sizes are based on copper.
- C. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.
- D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

PART 2. PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Wires and Cables:

- a. American Insulated Wire Corp.; Leviton Manufacturing Co.
- b. BICC Brand-Rex Company.
- c. Carol Cable Co., Inc.
- d. Senator Wire & Cable Company.
- e. Southwire Company.
- f. Colonial Wire Company.

2. Connectors and Accessories for Wires and Cables:

- a. AMP Incorporated.
- b. Buchanan.
- c. General Signal; O-Z/Gedney Unit.
- d. Monogram Company; AFC.
- e. NSI Industries, Inc.
- f. Square D Company; Anderson.
- g. 3M Company; Electrical Products Division.

3. Metal Clad (MC) Cable

- a. Alcan Cable
- b. Atkore AFC Cable Systems
- c. Encore Wire Corporation
- d. General Cable
- e. Nexans
- f. Prysmian Cables and Systems
- g. Service Wire Company
- h. Southwire Company
- i. United Copper Industries

2.2 BUILDING WIRES AND CABLES

- A. UL-listed building wires and cables with conductor material, insulation type, cable construction and rating as specified herein.
- B. Building wires and cables shall be annealed (soft) copper, 600 volt, Type THHN/THWN (dual-rated) single conductors rated 90°C dry / 75°C wet, with a minimum conductivity of 98 percent at 20°C (68°F), or a maximum resistivity of 1.7 micro-ohms per centimeter.

- C. Conductors shall meet or exceed requirements of all applicable ASTM specifications, UL Standard 83, UL Standard 1581, NEMA WC 70, Federal Specification A-A-59544 and shall be RoHS/REACH Compliant.
- D. Conductors shall be solid for No. 10 AWG and smaller, and stranded for No. 8 AWG and larger.
- E. Building wire and cables shall be color-coded using colors factory impregnated throughout the insulation and jacket. The following color code convention(s) shall be used:
 - 1. 208/120-Volt, 3-Phase, 4-Wire System:
 - a. Phase A: Black
 - b. Phase B: Red
 - c. Phase C: Blue
 - d. Neutral: White
 - e. Ground: Green
 - 2. 480/277-Volt, 3-Phase, 4-Wire System:
 - a. Phase A: Brown
 - b. Phase B: Orange
 - c. Phase C: Yellow
 - d. Neutral: Gray
 - e. Ground: Green
- F. Rubber insulation material shall comply with NEMA WC 3.
- G. Thermoplastic insulation material shall comply with NEMA WC 5.
- H. Cross-Linked Polyethylene insulation material shall comply with NEMA WC 7.
- I. Ethylene Propylene Rubber insulation material shall comply with NEMA WC 8.

2.3 CONNECTORS AND SPLICES

- A. UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated. Comply with Project's installation requirements and as specified in Part 3 Article, "*Wire and Insulation Applications*".
- B. Split Bolt Connectors: Not acceptable.
- C. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads or terminals. Not approved for splicing.

- D. Spring Wire Connectors: Solderless spring type pressure connector with insulating covers for copper wire splices and taps. Use for conductor sizes 10 AWG and smaller.
- E. All wire connectors used in underground or exterior pull boxes shall be gel-filled twist connectors or a connector designed for damp and wet locations.
- F. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; beveled cable entrances.
- G. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic high conductivity copper tubing, internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.
- H. Heat shrinkable tubing shall meet the requirements of ANSI C119.1-1986 for buried connections to 90 degrees C and shall be material flame-retarded per IEEE 383 *Vertical Tray Flame Test*.
- I. Motor connection kits shall consist of heat-shrinkable, polymeric insulating material over the connection area and a high dielectric strength mastic to seal the ends against ingress of moisture and contamination. Motor connection kits shall accommodate a range of cable sizes for both in-line and stub-type configurations. Connection kits shall be independent of cable manufacturer's tolerances.
- J. Wire Nut Connectors:
 - 1. Wire nuts installed in wet locations, exterior, etc., shall be self-contained, waterproof and corrosion-proof units incorporating prefilled silicone grease to block out moisture and air.
 - 2. Connectors shall be UL listed and appropriately sized according to manufacturer's recommendation for the suitable wire sizes and voltage rating (600 volt minimum).
 - 3. Connector body shall have a color-coded outer shell.
 - 4. Connectors shall be as manufactured by King Technology or approved equal.

2.4 METAL CLAD (MC) CABLE AND CONNECTORS

- A. Cable shall meet or exceed the requirements of UL Standard 83, UL Standard 1063, and UL Standard 1569 for Type MC cable, Federal Specification A-A59544 Vertical Cable Tray Flame Test and the National Electrical Code. Cable shall be listed for use in UL 1, 2, and 3 Hour Through-Penetration Firestop Systems.
- B. Cable shall be constructed with soft drawn copper, 600 volt, type THHN/THWN conductors rated 90°C dry/75°C wet, with a green insulated grounding conductor. Only cables with conductor sizes 12 AWG and 10 AWG shall be permitted. Conductors shall be cabled

together with a binder tape bearing a print legend that is wrapped around the assembly. An aluminum interlocked armor shall be applied over the assembly. Conductors shall be protected by an anti-short bushing at each termination.

- C. Multi-circuit MC cable is not permitted.
- D. Straight connectors shall be one-piece spring-steel, set screw design with nylon insulator. Provide ACB series, as manufactured by Crouse-Hinds, or approved equal.
- E. 45 and 90 degree connectors shall be die cast zinc, clamp type with insulated throat. Provide ACBXX45 or ACBXX90 series as manufactured by Crouse-Hinds, or approved equal.
- F. Cables shall be supported with appropriate hangers; tie wire will not be accepted.

2.5 DROP CORDS

- A. Description: Continuous length of cable with locking blade type connector body at lower end as indicated on Drawings. Secure cable at both ends with wire type stainless steel cable grips to prevent transmission of tension directly to conductors or terminal screws.
- B. Junction Box: Furnished and installed flush with ceiling anchored to building structure for fastening of upper cord grip.
- C. Cable: Type SO 600 volt flexible cord with three #12 stranded wires.
- D. Connector Body: Single 120 volt, grounding receptacle of twistlock type that grips on cable insulation and is manufactured for use with wire cable grips. Furnish and install drop cords in length required for a receptacle height of 6 feet 8 inches above the finished floor.

2.6 INSULATING TAPE, PUTTY, RESIN AND SUPPORTS

- A. Tape: Provide plastic electrical insulating tape which is flame-retardant, cold and weather-resistant. Tape for use in areas subject to temperatures 30 degrees C to 105 degrees C, or where the tape will be subjected to an oil splash, tape shall have a minimum thickness of 8.5 mils, and shall consist of an oil-resistant acrylic adhesive.
- B. Materials: Provide all insulating materials for splices and connections such as glass and synthetic tapes, putties, resins, splice cases, or compositions of the type approved for the particular use, location, voltage and temperature and apply and install in an approved manner, all in accordance with the manufacturer's recommendations.
- C. Supports: Provide cable supports of the wedge type which firmly clamp each individual cable and tighten due to the cable weight.

PART 3. EXECUTION

3.1 EXAMINATION

- A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. By beginning work, the Contractor has accepted conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 WIRE AND INSULATION APPLICATIONS

- A. No branch circuit wires smaller than #12 AWG shall be used unless otherwise indicated. Conductors shall be continuous from outlet to outlet and from terminal board to point of final connection, and no splice shall be made except within outlet or junction boxes. All conductors shall be of the size indicated. All wires #8 AWG and larger shall be stranded.
- B. Control wiring shall not be less than #14 AWG and shall be color coded using colors impregnated into the insulation. All wiring, contacts, and terminal blocks shall be suitably tagged for ease in identification and tracing of circuits. Identification tags shall be engraved fiber or plastic type, subject to acceptance. Wires shall be numbered and coded, using Brady *Quicklabels*, or equal.
 - 1. Wiring shall be tagged at terminations, in pull boxes, junction boxes, outlet boxes, panelboards, handholes, etc.
- C. All emergency wiring shall have the same color coding but shall clearly be identified as emergency in all outlets, fixtures, etc. All emergency wiring shall be installed in a dedicated conduit system.
- D. Switch leg wire shall be labeled with "S" tag.
- E. All control wiring shall be color coded with wires of colors different from those used to designate phase wires.
- F. Wiring for general 15 and 20 amp branch circuit work shall be as indicated on Drawing E00-01.
- G. Joints of #10 AWG and smaller shall be made with properly insulated solderless type pressure connectors. Where stranded conductors or multiple solid conductors are connected

to terminals, solderless lugs manufactured by Thomas and Betts Company or equivalent shall be used.

- H. Joints of #8 AWG and larger in power and lighting circuits shall be of the type indented into the conductor by means of a hand or hydraulic pressure tool. Connectors shall be Burndy *Hy-dent*, T&B *Sta-Kon*, or equivalent. Connectors for control wiring shall be Burndy *Hy-Lug*, or equivalent.
- I. All circuits for exterior electric work shall be #10 AWG (minimum) and contain an extra #10 AWG (minimum) copper ground conductor. All exterior wiring shall be installed in conduit as specified above, unless otherwise noted on the Drawings.
- J. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.
- K. Feeders Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.
- L. Feeders below Slabs-on-Grade, and Underground: Type RHW-2, single conductors in raceway.
- M. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- N. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type MC cable. Homeruns may be type MC cable to the source panelboard in electrical rooms when the remainder of the circuit is type MC.
- O. Branch Circuits below Slabs-on-Grade, and Underground: Type RHW-2, single conductors in raceway. Branch circuits may only be installed below slab on grade when required to reach floor boxes. Floor boxes on second and third floors are to be from a fire rated poke-through from floor below.
- P. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

3.4 INSTALLATION

- A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA's Standard of Installation.
- B. Remove existing wires from raceway before pulling in new wires and cables.
- C. Pull Conductors: Use a UL-listed and manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- D. Use pulling means including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Completely and thoroughly swab conduit system before installing conductors.
- E. Install exposed cables, parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Division 26 Section, Common Work Results for Electrical and Division 26 Section, Hangers and Supports.
- G. Seal around cables penetrating fire-rated elements according to Division 26 Section 260528 Electrical Firestopping.
- H. Identify wires and cables according to Division 26 Section, Electrical Identification.
- I. Conductors installed in parallel shall be of equal lengths.
- J. Wiring at Outlets: Install with at least 12 inches (300 mm) of slack conductor at each outlet.
- K. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.
- L. The Contractor shall provide suitable installation equipment to prevent cutting and abrasion of conductor insulation. The Contractor shall use suitable cable guides, pulleys, and protective sleeving to prevent damage to cable during installation. Ropes used for pulling of wire and cable shall be made of polyethylene or other suitable non-metallic material. Pulling lines shall be attached to cable by means of either woven basket grips or pulling types attached directly to the conductors. Wire pulling lubricants, if used, shall conform to UL requirements applicable to the various insulations and raceway materials. The lubricants shall be certified by the manufacturer to be non-injurious to such insulation and materials.
- M. Each feeder cable shall be labeled at terminals and at all accessible points in equipment and in pull boxes. Each control wire shall be labeled at both ends. Labels shall be self-sticking wire markers.
- N. Riser cables shall have cable supports as required by Code.
- O. For rubber and plastic-covered wire and cable, pulling compound Ideal Yellow 77 may be used.
- P. Terminal lugs for wires #8 AWG and larger shall be T&B 54,000 Series or Burndy HY-Dent, compression type, unless noted otherwise. One-hole lugs for #4/0 AWG and smaller. Two-hole lugs for all sizes #250 kcmil AWG and larger.
- Q. Install wires and cables using braided rope larger than the cable being pulled to keep twists to a minimum.

- R. Install electrical cables, wires, and connectors as indicated in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- S. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.
- T. Conductors installed in runs within 6 inches of heating pipes or equipment shall be type AVA.
- U. No conductors shall be drawn into conduit until all work, which may cause cable damage, is completed.
- V. All wiring in fluorescent fixture channels, over boilers and breechings, in Kitchen hoods, and in other high ambient temperature areas, shall be of types required by NEC.
- W. During installation, do not deform cable by improper bending, stretching, twisting, kinking, or pinching, nor do any other abusive handling. Any failure to observe these instructions will be detected and corrected during the demonstrations following completion of the installation. All cable runs shall contain S loops or other means to accommodate expansion or contraction as required. Cable bends will have a radius not less than the value recommended by the cable manufacturer. Cable connected to electronic equipment in the system shall be tagged to show its function and the location of its other end. All labels shall be of durable material and securely fastened to the cable.
- X. Wiring of different system voltages shall not be mixed at pull boxes enclosures, surface metal raceway, wiretrough, etc., unless a barrier (separator) is provided between the differing systems.

3.5 CONNECTIONS

- A. Conductor Splices: Keep to minimum.
- B. Install splices and taps that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
- C. Use splice and tap connectors compatible with conductor material.
- D. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.
- E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- F. Wire splices and taps shall be adequate to carry full current rating of wire.

- G. Splices and taps in wires up to #8 AWG shall be made with Scotch-lok or T&B PT Series or Ideal Wing Nut insulated electrical connectors. Wire nuts installed in wet location boxes shall be silicon gel-filled. For wires #8 AWG and larger, use copper solderless connectors covered with insulating molded body and then wrapped with electrical tape. Use twist-on wire connectors for connecting lighting fixtures and small motor leads up to #8 AWG wire.
- H. Conductors shall be continuous from outlet to outlet, and no splices shall be made except within outlet or junction boxes. Junction boxes may be utilized where required. Wire connectors of insulating material or solderless pressure connections, properly taped, shall be utilized for all splices in wiring.
- I. Splices in branch circuits and feeders shall be made where indicated or as required for the installation. All splices shall be accessible and made in enclosure approved for that purpose.
- J. For splices in branch circuits and feeders, provide connectors as follows;
 - 1. Wire Sizes #12 AWG to #10 AWG: Provide Ideal Model 74B or 76B or equivalent by T&B.
 - 2. Wire Sizes #8 AWG and Larger: Provide Ideal Model Series AGP and GT or equivalent by Burndy, O-Z, or T&B. All splices shall be enclosed in insulating molded thermoplastic, rubber, or rubber-like covers or shall be wrapped with Bishop No. 111 or equivalent insulating tape in accordance with the Manufacturer's directions.
- K. Thoroughly clean wiring prior to installing lugs or connectors.

3.6 IDENTIFICATION

- A. Interface with Other Work:
 - 1. Identify wire and cable using Thomas and Betts Type WM vinyl markers.
 - 2. Identify each phase and neutral conductor with its circuit number or other designation indicated on the Drawings in all junction, pull, terminal boxes, and cabinets.
- B. Provide identification tags on each conductor entering panel, switch, junction box, and pull box to identify conductor.
- C. Comply with the requirements of Division 26 Section, Electrical Identification.
- D. Feeder Identification: Securely fasten nonferrous identifying tags or pressure-sensitive labels to all cables, feeders, and power circuits in pull boxes, handholes, panelboards, and at termination of cables.
 - 1. Tags or labels shall be stamped or printed to correspond with markings on Contract Drawings or marked so that feeder or cable may be readily identified.

2. If suspended type tags are provided, they shall be attached by approximately 55-pound test monofilament line or slip-free plastic cable lacing units.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing agency to perform field quality-control testing.
- B. Testing: On installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
 1. Procedures: Perform each visual and mechanical inspection and electrical test stated in NETA ATS, Section 7.3.2. Certify compliance with test parameters.
- C. Correct malfunctioning conductors and cables at Project site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units and retest.
- D. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- E. Verify continuity of each branch circuit conductor.
- F. Tests: Feeder circuit insulation shall be tested after installation, and before connection to fixtures and appliance.
 1. Tests shall be performed with a 1,000-volt Megger insulation tester, and conductors shall test free from short-circuits and grounds.
 2. Conductors shall be tested phase-to-phase and phase-to-ground.
 3. Furnish the instruments, materials, and labor required. Perform the tests in the presence of the Owner's Representative.
 4. Actual test readings shall be recorded.
 5. Submit all test reports to the Architect/Engineer for approval.
- G. Demonstration: Subsequent to wire and cable hook-ups, energize circuit and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.

END OF LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

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DIVISION 26 SECTION 26 05 26
GROUNDING AND BONDING
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SECTION 26 05 26 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Bond each separately-derived system neutral to nearest grounding system.
- B. Bond together system neutrals; service equipment enclosures; exposed non-current carrying metal parts of electrical equipment; metal raceway systems; grounding conductor in raceways; receptacle ground connectors; and plumbing systems.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product Data for grounding rods, conductors, connectors and connection materials, and grounding fittings. Submit ground system manufacturer's recommended installation procedure for review.
- C. Qualification data for firms and persons specified in *Quality Assurance* Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Field tests and observation reports certified by the testing organization and indicating and interpreting the test reports for compliance with performance requirements.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: A *Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7, or a full member company of the International Electrical Testing Association (NETA).
 - 1. Testing Agency Field Supervision: Use persons currently certified by NETA or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

- B. Comply with NFPA 70 - National Electrical Code.
- C. Comply with UL 467 - UL Standard for Safety Grounding and Bonding Equipment.
- D. Comply with ANSI/IEEE C2 - National Electrical Safety Code.
- E. Comply with ANSI/IEEE 32 - Requirements, terms and test procedures for neutral grounding devices.
- F. Comply with IEEE Standard 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- G. Comply with ANSI C33.8.
- H. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms *Listed* and *Labeled*: As defined in the National Electrical Code, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Erico Inc.; Electrical Products Group.
 - 2. Heary Brothers Lightning Protection Co.
 - 3. Ideal Industries, Inc.
 - 4. ILSCO.
 - 5. O-Z/Gedney Co.
 - 6. Racor, Inc.
 - 7. Thomas & Betts, Electrical.

2.2 GROUNDING AND BONDING PRODUCTS

- A. Governing Requirements: Where types, sizes, ratings, and quantities indicated are in excess of National Electrical Code (NEC) requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.

2.3 WIRE AND CABLE GROUNDING CONDUCTORS

- A. Comply with Division 26 Section 260519, *Conductors and Cables*. Conform to NEC Table 8, except as otherwise indicated, for conductor properties, including stranding.
- B. Equipment Grounding Conductors: Insulated with green color insulation, size as indicated on the Drawings, or as required by 2017 National Electrical Code (NEC) Table 250-122, whichever is larger.
- C. Grounding-Electrode Conductors: Stranded cable. Size as indicated on the Drawings, in the Specifications, or as required by 2017 National Electrical Code (NEC) Table 250-66, whichever is larger.
- D. Bare Copper Conductors: Conform to the following:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Assembly of Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.

2.4 MISCELLANEOUS CONDUCTORS

- A. Grounding Bus: Bare, annealed-copper bars of rectangular cross section, minimum size ¼-inch x 2-inch.
- B. Braided Bonding Jumpers: Copper tape, braided No. 30 AWG bare copper wire, terminated with copper ferrules.
- C. Bonding Straps: Soft copper, 0.05 inch (1 mm) thick and 2 inches (50 mm) wide, unless otherwise indicated.

2.5 CONNECTOR PRODUCTS

- A. Mechanical Connectors
 - 1. The mechanical connector bodies shall be manufactured from high strength, high conductivity cast copper alloy material. Bolts, nuts, washers and lockwashers shall be made of silicon bronze and supplied as a part of the connector body and shall be of the two-bolt type.
 - 2. Split bolt connector types are NOT allowed unless indicated on the Drawings.
 - 3. The connectors shall meet or exceed UL 467 and be clearly marked with the catalog number, conductor size and manufacturer.

B. Compression Connectors

1. The compression connectors shall be manufactured from pure wrought copper. The conductivity of this material shall be no less than 99 percent by IACS Standards.
2. The connectors shall meet or exceed the performance requirements of IEEE 837, latest revision.
3. The installation of the connectors shall be made with a compression, tool and die system, as recommended by the manufacturer of the connectors.
4. The connectors shall be clearly marked with the manufacturer, catalog number, conductor size and the required compression tool settings.
5. Each connector shall be factory filled with an oxide-inhibiting compound.

C. Exothermic Connections: Provide exothermic-weld kit selected per manufacturer's written instructions for specific types, sizes, and combinations of conductors and connected items.

PART 3 - EXECUTION

3.1 APPLICATION

A. Equipment Grounding Conductors: Comply with NEC Article 250 for types, sizes, and quantities of equipment grounding conductors, except where specific types, larger sizes, or more conductors than required by NEC are indicated.

1. Install Equipment Grounding Conductor (EGC) with circuit conductors for the items below in addition to those required by Code:
 - a. Feeder circuits.
 - b. Lighting branch circuits.
 - c. Receptacle branch circuits.
 - d. Single-phase motor or appliance branch circuits.
 - e. Three-phase motor or appliance branch circuits.
 - f. Flexible raceway runs.
2. Computer Outlet Circuits: Install separate equipment grounding conductor in branch circuit runs from computer area power panels or power-distribution units.
3. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.
4. Air-Duct Equipment Circuits: Install an equipment grounding conductor to duct-mounted electrical devices operating at 120 V and above, including air cleaners and heaters. Bond conductor to each unit and to air duct.

B. Separately Derived Systems: Where NEC requires grounding, ground according to NEC Article 250.26.

3.2 INSTALLATION

- A. General: Ground electrical systems and equipment according to NEC requirements, except where Drawings or Specifications exceed NEC requirements.
- B. Grounding Conductors: Route along the shortest and straightest paths possible, except as otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- C. Grounding shall satisfy requirements of the applicable publications. All exposed noncurrent-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in nonmetallic raceways, and grounded conductors of the wiring system shall be grounded.
- D. The grounded conductor (neutral) of the wiring system shall be connected to the system grounding conductor at a single place in the system by removable bonding jumpers, sized according to the applicable provisions of the National Electrical Code. The grounded conductor (neutral) connection to the grounding conductor (ground) shall be located in the enclosure for the system's overcurrent protection or where otherwise indicated on the Drawings or Specifications.
- E. Ground buses and neutral buses in all distribution panelboards, switchboards, panelboards, and those provided in any equipment shall be isolated except where required to be connected as specified above for the service entrance and in transformer terminal compartments.
- F. Equipment grounding conductors shall be extended from the ground bus in the distribution equipment to the receptacle, fixture or device lugs where they are provided. When not provided, they shall be connected to equipment enclosures. The connections shall be arranged such that removal of receptacle, the equipment grounding conductors, or ground jumpers from ground busing, shall not affect the system ground.
- G. Ground bus shall be provided as indicated on the Drawings or as necessary to provide termination for equipment grounding conductor. Non-current carrying metal parts of electric equipment shall be effectively grounded by bonding to the bus. The ground bus shall be bonded to both the system neutral and the service ground.
- H. Raceways shall not be considered as a grounding conductor. Each power, lighting, or control raceway shall have a separate equipment grounding conductor installed. Receptacles shall have a separate grounding pole.

3.3 CONNECTIONS

- A. General: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to assure high conductivity and to make contact points closer in order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
- B. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections. Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- C. Equipment Grounding Conductor (EGC) Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
- D. Non-Contact Metal Raceway Terminations: Where metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at both entrances and exits with grounding bushings and bare grounding conductors, except as otherwise indicated.
- E. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. Where these requirements are not available, use those specified in UL 486A and UL 486B.
- F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

END OF GROUNDING AND BONDING

DIVISON 26 SECTION 26 05 28
ELECTRICAL FIRESTOPPING
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SECTION 26 05 28 - ELECTRICAL FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Through-penetration firestopping in fire rated construction.
 - 2. Through-penetration smoke-stopping in smoke partitions.
- B. Related items: Raceway seals and manufactured electrical devices: Refer to Division 26 Section, "Raceways and Boxes".

1.3 REFERENCES

- A. Underwriters Laboratories
 - 1. UL Fire Resistance Directory
 - a. Through-penetration firestop devices (XHCR)
 - b. Fire resistance rating (BXUV)
 - c. Through-penetration firestop systems (XHEZ)
 - d. Fill, void, or cavity material (XHHW)
- B. American Society for Testing and Materials Standards: ASTM E 814-88: Standard Test Method for Fire Tests of Through-Penetration Firestops.

1.4 DEFINITIONS

- A. Assembly: Particular arrangement of materials specific to given type of construction described or detailed in referenced documents.
- B. Barriers: Time-rated fire walls, smoke barrier walls, time rated ceiling/floor assemblies and structural floors.
- C. Firestopping: Methods and materials applied in penetrations and unprotected openings to limit spread of heat, fire, gasses and smoke.

- D. Penetration: Opening or foreign material passing through or into barrier or structural floor such that full thickness of rated materials is not obtained.
- E. System: Specific products and applications classified and numbered by Underwriters Laboratories, Inc. to close specific barrier penetrations.
- F. Sleeve: Metal fabrication or pipe section extended through thickness of barrier and used to permanently guard penetration. Sleeves are described as part of penetrating system in other Sections and may or may not be required.

1.5 SYSTEM DESCRIPTION

A. Design Requirements

- 1. Fire-rated construction: Maintain barrier and structural floor fire resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound or vibration absorption.
- 2. Smoke barrier construction: Maintain barrier and structural floor resistance to cold smoke at all penetrations, connections with other surfaces and types of construction and at all separations required to permit building movement and sound or vibration absorption.

1.6 SUBMITTALS

- A. Submit in accordance with Division 01, unless otherwise indicated.
- B. Product Data: Manufacturer's specifications and technical data including the following:
 - 1. Detailed specification of construction and fabrication.
 - 2. Manufacturer's installation instructions.
- 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. Details of each proposed assembly identifying intended products and applicable UL system number, or UL classified devices.
 - 2. Manufacturer or manufacturer's representative shall provide qualified engineering judgment and drawings relating to non-standard applications as needed.

- D. Quality control submittals: Statement of qualifications.
- E. Applicators' qualifications statement: List past projects indicating required experience.

1.7 QUALITY ASSURANCE

- A. Installer's qualifications: Firm experienced in installation or application of systems similar in complexity to those required for this project, plus the following:
 - 1. Acceptable to or licensed by manufacturer, State or local authority where applicable.
 - 2. At least 2 years' experience with systems.
 - 3. Successfully completed at least 5 comparable scale projects using this system.
- B. Local and State regulatory requirements: Submit forms or acceptance for proposed assemblies not conforming to specific UL Firestop System numbers, or UL classified devices.
- C. Materials shall have been tested to provide fire rating at least equal to that of the construction.
- D. Manufacturer shall be a member of the International Firestop Council (IFC).

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Packing and shipping:
 - 1. Deliver products in original unopened packaging with legible manufacturer's identification.
 - 2. Coordinate delivery with scheduled installation date, allow minimum storage at site.
- B. Storage and protection: Store materials in a clean, dry, ventilated location. Protect from soiling, abuse, moisture and freezing when required. Follow manufacturer's instructions.

1.9 PROJECT CONDITIONS

- A. Existing conditions:
 - 1. Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding.
 - 2. Proceed with installation only after penetrations of the substrate and supporting brackets have been installed.

B. Environmental requirements:

1. Furnish adequate ventilation if using solvent.
2. Furnish forced air ventilation during installation if required by manufacturer.
3. Keep flammable materials away from sparks or flame.
4. Provide masking and drop cloths to prevent contamination of adjacent surfaces by firestopping materials.

1.10 GUARANTEE

- A. Submit copies of written guarantee agreeing to repair or replace joint sealers which fall in joint adhesion, extrusion resistance, migration resistance, or general durability or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. The guarantee period shall be two years from date of substantial completion unless otherwise noted.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
1. Hilti.
 2. 3M
 3. Nelson.

2.2 THROUGH-PENETRATION FIRESTOPPING OF FIRE-RATED CONSTRUCTION

- A. Systems of devices listed in the UL Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetrate type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall applications. Systems or devices must be asbestos-free.
1. Additional requirements: Withstand the passage of cold smoke either as an inherent property of the system, or by the use of a separate product included as a part of the UL system or device, and designed to perform this function.

2. Acceptable manufacturers and products.
 - a. Those listed in the UL Fire Resistance directory for the UL System involved and as further defined in the "System and Applications Schedule" in Part 3 of this Section.
 - b. All firestopping products must be from a single manufacturer.

2.3 SMOKE-STOPPING AT SMOKE PARTITIONS

- A. Through-penetration smoke-stopping: Any system complying with the requirements for through-penetration firestopping in fire-rated construction, as specified in "The Systems and Applications Schedule" in Part 3 of this Section, is acceptable, provided that the system includes the specified smoke seal or will provide a smoke seal. The length of time of the fire resistance may be disregarded.

2.4 ACCESSORIES

- A. Fill, void or cavity materials: As classified under category XHHW in the UL Fire Resistance Directory.
- B. Forming materials: As classified under category XHKU in the UL Fire Resistance Directory.
- C. Sleeves: Minimum 24 MSG galvanized steel, 12-inch diameter or smaller steel pipe. Sleeve shall project ½-inch from each surface of the floor/wall. Size as recommended by firestop manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
 1. Verify barrier penetrations are properly sized and in suitable condition for application of materials.
 2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean surfaces to be in contact with penetration seal materials of dirt, grease, oil, loose materials, rust, or other substances that may affect proper fitting, adhesion, or the required fire resistance.

3.3 INSTALLATION

- A. Install penetration seal materials in accordance with printed instructions of the UL Fire Resistance Directory and in accordance with manufacturer's instruction.
- B. Seal holes or voids made by penetrations to ensure an effective smoke barrier.
- C. Protect materials from damage on surfaces subject to traffic.
- D. When large openings are created in walls or floors to permit installation of conduits, cable tray, or other items, close unused portions of opening with firestopping materials tested for the application.
- E. Install smoke stopping as specified for firestopping.
- F. Provide sleeves the full thickness of the assembly being penetrated and cut sleeves to a length of 1-inch more than the over-all thickness of the penetration, or as recommended by the firestop manufacturer.

3.4 FIELD QUALITY CONTROL

- A. Examine penetration sealed areas to ensure proper installation before concealing or enclosing areas.
- B. Keep areas of work accessible until inspection by applicable code authorities.
- C. Perform under this section patching and repairing of firestopping caused by cutting or penetration by other trades.

3.5 ADJUSTING AND CLEANING

- A. Clean up spills of liquid components.
- B. Neatly cut and trim materials as required.
- C. Remove equipment, materials and debris, leaving area in undamaged, clean condition.

3.6 SYSTEMS AND APPLICATION SCHEDULES*

PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
Metal Pipe	CAJ1001 CP25S/L, CP25N/S CAJ1006 CS-195+, FS-195+ CAJ1007 FS-195+, 1-inch& 2-inch Wide CAJ1009 2000, 2000+, 2003 CAJ1010 2000, 2000+, 2003 CAJ1012 2000, 2000+, 2003 CAJ1013 2000, 2000+, 2003	WL1001 CP 25 WL1002 FS-195+ WL1003 CP 25WB+,CP 25N/S WL1008 2000+ WL1009 2000+ WL1010 2000+ WL1016 CP 25WB+	FC1002 CP 25 FC1003 2000,2000+,20003 FC1006 CP 25WB+

CSD DELAWARE SCHOOL FOR THE DEAF:
RENOVATION BID PACK A
Christina School District

BSA+A PROJECT No. 24.007

ISSUED FOR BID 12/08/2025

PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
	CAJ1014 2000, 2000+, 2003 CAJ1015 2000, 2000+, 2003 CAJ1017 FD 150 CAJ1021 FD 150 CAJ1027 MPS-2+ CAJ1044 CP 25WB+ CAJ1052 CP 25S/L, CP 25N/S CAJ1058 2000, 2000+, 2003 CAJ1060 2000, 2000+, 2003 CAJ1063 2000, 2000+, 2003 CAJ1066 CP 25N/S, CP 25S/L, CP 25WB+ CAJ1091 CP 25N/S, CP 25S/L, CP 25WB+ CAJ1092 CP 25WB+ CAJ1112 FS-195+ CAJ1160 CP 25S/L, CP 25N/S CAJ1175 CP 25WB+ CAJ1176 CP 25WB+ CAJ1188 2000+ CBJ1020 CS-195+, FS-195+ CBJ1021 CS-195+, MPS-2+ CBJ1031 2001 CBJ1032 2001 FA1002 CP 25WB+ WJ1010 CP 25WB+ WJ1023 2001	WL1017 CP 25WB+, CP 25N/S WL1032 CP 25WB+, CP 25N/S WL1036 FD 150 WL1037 CS-195+, FS-195+ WL1067 CP 25N/S WL1073 CP 25WB+ WL1080 MPS-2+ WL1082 2000+	
Non-Metallic	CAJ2001 FS-195+, 1-inch& 2-inch WIDE, PPD'S CAJ2002 FS-195+ CAJ2003 CS-195+, FS-195+ CAJ2005 FS-195+ CAJ2006 FS-195+ CAJ2013 FS-195+ CAJ2019 2000, 2000+, 2003 CAJ2027 FS-195+, CP 25N/S, CP 25S/L, CP 25WB+ CAJ2028 FS-195, MPS-2+ CAJ2029 FS-195+, PPD'S CAJ2030 CS-195+, FS-195+ CAJ2040 FS-195+, CP 25WB+ CAJ2044 FS-195+, CP 25N/S, CP 25S/L, CP 25 WB+ CAJ2090 FS-195+ CAJ2177 FS-195+, PPD'S FA2001 FS-195+, PPD'S FS2002 CS-195+, FS-195+, MPS-2+, PPD'S FA2011 FS-195+ WJ2012 FS-195+ 1-inch WIDE	WL2002 FS-195+, PPD'S WL2003 FS-195+ WL2004 FS-195+ WL2005 FS-195+ 4' WIDE WL2006 FS-195+ WL2013 FS-195+ WL2031 CS-195+, FS-195+ WL2032 CS-195+, FS-195+ WL2033 FS-195+ WL2073 FS-195+ 1-inch WIDE	FC2002 FS-195+, PPD'S FC2007 FS-195+, PPD'S FC2008 FS-195+ FC2009 FS-195+, PPD'S FC2024 FS-195+ FC2026 FS-195+ FC2028 FS-195+, 1' & 2-inch WIDE, PPD'S
Insulated	CAJ3001 CP 25N/S, CP 25S/L	WL3001 CP 25, MPS-2+	FC3001 CP 25S/L, CP 25N/S

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PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
Cable	CAJ3005 CS 195+, FS-195+ CAJ3007 2001 CAJ3009 2000, 2000+, 2003 CAJ3010 2000, 2000+, 2003 CAJ3011 2001 CAJ3014 FD 150 CAJ3015 FD 150 CAJ3021 MPS-2+ CAJ3029 2000, 2000+, 2003 CAJ3030 CP 25WB+ CAJ3031 CP 25N/S, CP 25S/L CAJ3041 2000, 2000+, 2003 CAJ3044 CS-195+, FS-195+ CAJ3058 FS-195+, MPS-2+ CAJ3071 CP 25N/S, CP 25S/L CAJ3074 CP 25N/S, CP 25S/L CAJ3075 2001 CAJ3080 CP 25WB+ CBJ3016 CS-195+, FS-195+ CBJ3017 CS-195+, MPS-2+ FA3001 CP 25WB+ FB3004 CS-195+, MP WJ3015 2001 WJ3016 2001	WL3008 2000+ WL3009 2000+ WL3015 CP 25WB+, CP 25N/S WL3022 2000+ WL3030 FS-195+ WL3031 MPS-2+ WL3032 CP 25WB+ WL3041 2000+ WL3051 CP 25N/S WL3056 CP25N/S WL3062 CP 25WB+	FC3002 2000+ FC3003 2000, 2000+, 20003 FC3007 CP 25WB+, MPS-2+ FC3008 FS-195+
Mixed Penetrating Items Combos	CAJ8001 CS-195+ FS-195+ CAJ8003 2000, 2000+, 20003 CAJ8004 2000, 2000+, 20003 CAJ8006 2001 CAJ8013 FS-195+, CP 25 CBJ8004 CS-195, FS-195+ CBJ8005 CS-195+, MPS-2+ CBJ8008 2001 FA8001 FS-195+, CP 25WB+	WL8002 CS-195+, FS-195+	

* Underwriter's Laboratories, Inc., Fire Resistance Directory.

END OF ELECTRICAL FIRESTOPPING

DIVISION 26 SECTION 26 05 29
HANGERS AND SUPPORTS
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SECTION 26 05 29 - HANGERS AND SUPPORTS

PART 1. GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Requirements of the following Division 26 Sections apply to this Section:
 - 1. “Common Work Results for Electrical” for general installation requirements.
 - 2. “Electrical Firestopping” for requirements for firestopping at sleeves through walls and floors that are fire barriers.

1.2 SUMMARY

- A. This Section includes secure support from the building structure for electrical items by means of hangers, supports, anchors, sleeves, inserts, seals, and associated fastenings.
- B. Provide equipment supports consisting of platforms, curbs, concrete pads, gratings, cradles, structural members, hangers, rods, racks, and incidental materials.
- C. Provide all labor, supervision, and fabrication. Design and construct supporting structures of strength to safely withstand stresses to which they may be subjected and to properly distribute the load and impact over building areas. Provide all engineering and fabrication as required for installation of support system.
- D. Provide hangers, clamps, anchors, inserts, supports, supplementary steel framing, and hardware of the proper size and load capacity to support electrical equipment and raceways, whether indicated on the drawings or not.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with conditions of Contract and Division 01 Specification Sections.
- B. Product data for each type of product specified.
- C. Submit for review, shop/assembly drawings and layout drawings of curbs and equipment supports for major items of equipment.

- D. Submit structural calculations for approval. Calculations include stress and deflection analysis. Submit design criteria and selection calculation.
- E. Supporting devices and fastening methods shall be subject to the review and approval of Structural Engineer.

1.4 QUALITY ASSURANCE

- A. Electrical Component Standard: Components and installation shall comply with NFPA 70 *National Electrical Code*.
- B. Electrical components shall be listed and labeled by UL, ETL, CSA, or other approved, nationally recognized testing and listing agency that provides third-party Certification follow-up services.
- C. Installation Standard: Installation shall meet or exceed the National Electrical Contractors Association (NECA) Standard of Installation.
- D. Manufacturer's Qualifications:
 - 1. The Manufacturer shall not have had less than ten years' experience in manufacturing Strut Support Systems.
 - 2. The Manufacturer must certify in writing all components supplied have been produced in accordance with an established quality assurance program.
- E. Installer's Qualifications:
 - 1. Installer must be a factory-trained manufacturer's authorized representative/installer with not less than five years experience in the installation of Strut Support Systems of this size and conformation.
 - 2. All Strut Support System components must be supplied by a single manufacturer.
- F. Standards:
 - 1. Work shall meet the requirements of the following standards:
 - a. Federal, State and Local Codes.
 - b. American Iron and Steel Institute (AISI) Specification for the Design of Cold-Formed Steel Structural Members - August 19, 1986 Edition, December 11, 1989 Addendum.
 - c. American Society for Testing and Materials (ASTM).
 - d. Underwriters Laboratories (UL).
 - e. National Electrical Code (NEC).

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All material is to be delivered to the work site in original factory packaging to avoid damage to the finish.
- B. Upon delivery to the work site, all components shall be protected from the elements by a shelter or other covering.

1.6 GUARANTEE

- A. Separate guarantees shall be issued from the erector and manufacturer, valid for a period of one year against any defects that may arise from the installation or manufacture of the Strut Support System components.

PART 2. PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 - 1. Slotted Metal Angle and U-Channel Systems:
 - a. American Electric, Kindorf
 - b. Alstrut
 - c. Unistrut Diversified Products
 - d. Power-Strut
 - e. Thomas & Betts

2.2 COATINGS

- A. Coating: Supports, support hardware, and fasteners shall be protected with zinc coating or with treatment of equivalent corrosion-resistance using approved alternative treatment, finish, or inherent material characteristic. All products shall be hot-dip galvanized.

2.3 MANUFACTURED SUPPORTING DEVICES

- A. Raceway Supports: Clevis hangers, riser clamps, conduit straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring steel clamps.
- B. Fasteners: Types, materials, and construction features, as follows:
 - 1. Expansion Anchors - Carbon steel wedge or sleeve type.

2. Toggle Bolts - All steel springhead type.
3. Power-Driven Threaded Studs - Heat-treated steel, designed specifically for the intended application.
- C. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Provide plugs with number and size of conductor gripping holes as required to suit individual risers. Construct body of malleable-iron casting with hot-dip galvanized finish.
- D. U-Channel Systems: Sixteen-gauge channels with 9/16-inch-diameter holes at a minimum of eight inches on center in top surface. Provide fittings and accessories that mate and match with U-channel and are of the same manufacturer.
- E. Concrete Equipment Pads:
 1. Refer to Division 26 Section 260500, *Common Work Results for Electrical* for installation requirements.
- F. Floor-Mounted Stands: Construct with structural steel members or steel pipe and fasten with flanges bolted to the floor.
- G. Ceiling Suspended Platforms: Construct with steel hangers. Brace and fasten to building structure.
- H. Wall-Mounted Platforms: Construct with steel brackets.

2.4 ANCHOR METHODS

- A. Hollow Masonry: Toggle bolts or plastic conical type expansion anchors.
- B. Solid Masonry: Lead expansion anchors or preset inserts.
- C. Metal Surfaces: Machine screws, bolts, or welded studs.
- D. Wood Surfaces: Wood screws.
- E. Concrete Surfaces: Self-drilling anchors or power-driven studs (non-seismic zones).
- F. Existing Concrete: Expansion anchor fasteners.

2.5 VIBRATION ISOLATION MOUNT TYPES

- A. Type DNP (Double Neoprene Pad)

1. Neoprene pad isolators shall be formed by two layers of ¼-inch to 1/16-inch thick ribbed or waffled neoprene, separated by a stainless steel or aluminum plate. Layers shall be permanently adhered together. Pads shall be sized so that they will be loaded within the manufacturer's recommended range.
2. Type DNP isolators shall be formed from one of the following products or approved equal:
 - a. Type NR: Amber/Booth.
 - b. Type Korpad: Korfund Dynamics.
 - c. Type WSW: Mason Industries.
 - d. Type NPS: Peabody Noise Control.
 - e. Series Shear Flex: Vibration Mountings and Control.

PART 3. EXECUTION

3.1 EXAMINATION

- A. The installer shall inspect the work area prior to installation. If work area conditions are unsatisfactory, installation shall not proceed until satisfactory corrections are completed.

3.2 INSTALLATION

- A. Installation shall be accomplished by a fully trained manufacturer-authorized installer.
- B. Set Strut System components into final position true to line, level and plumb, in accordance with approved Shop Drawings.
- C. Anchor material firmly in place. Tighten all connections to their recommended torques.
- D. Install supporting devices to fasten electrical components securely and permanently in accordance with NEC requirements.
- E. Coordinate with the building structural system and with other electrical installation.
- F. Raceway Supports: Comply with the NEC and the following requirements:
 1. Conform to manufacturer's recommendations for selection and installation of supports.
 2. Strength of each support shall be adequate to carry present and future load multiplied by a safety factor of at least four. Where this determination results in a safety allowance of less than 200 pounds, provide additional strength until there is a minimum of 200 pounds safety allowance in the strength of each support.

3. Install individual and multiple (trapeze) raceway hangers and riser clamps as necessary to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.
 4. Support parallel runs of horizontal raceways together on trapeze-type hangers.
 5. Support individual horizontal raceways by separate pipe hangers. Spring steel fasteners may be used in lieu of hangers only for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings only. For hanger rods with spring steel fasteners, use 1/4-inch-diameter or larger threaded steel. Use spring steel fasteners that are specifically designed for supporting single conduits or tubing.
 6. Space supports for raceways in accordance with Table I of this Section. Space supports for raceway types not covered by the above in accordance with NEC.
 7. Support exposed and concealed raceway within one foot of an unsupported box and access fittings. In horizontal runs, support at the box and access fittings may be omitted where box or access fittings are independently supported and raceway terminations are not made with chase nipples or threadless box connectors.
 8. In vertical runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports with no weight load on raceway terminations.
- G. **Miscellaneous Supports:** Support miscellaneous electrical components as required to produce the same structural safety factors as specified for raceway supports. Install metal channel racks for mounting disconnects, light fixtures, and other devices.
- H. In open overhead spaces, cast boxes threaded to raceways need not be supported separately except where used for fixture support; support sheet metal boxes directly from the building structure or by bar hangers. Where bar hangers are used, attach the bar to the raceways on opposite sides of the box and support the raceway with an approved type of fastener not more than 24 inches from the box.
- I. **Fastening:** Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including, but not limited to conduits, raceways, boxes, disconnect switches, and control components in accordance with the following:
1. Fasten by means of toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Threaded studs driven by a powder charge and provided with lock washers and nuts may be used instead of expansion bolts and machine screws. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures.

2. Holes cut to depth of more than 1-1/2 inches in reinforced concrete beams or to depth of more than 3/4-inch in concrete shall not cut the main reinforcing bars. Fill holes that are not used.
 3. Ensure that the load applied to any fastener does not exceed 25 percent of the proof test load. Use vibration-and shock-resistant fasteners for attachments to concrete slabs.
 4. Concrete (Existing): Double-plated expander type anchors. Phillips, Hilti, or approved equivalent. Loads shall not exceed 1/4 of tested pullout (or shear) strength.
 5. Precast Concrete Plank: Drill hole through plank; bolt hanger rod to 4" x 4" x 1/8" steel plate on top of plank.
- J. Tests: Test pull-out resistance of one of each type, size, and anchorage material for the following fastener types:
1. Expansion anchors.
 2. Toggle bolts.
 3. Power-driven threaded studs.
- K. Provide all jacks, jigs, fixtures, and calibrated indicating scales required for reliable testing. Obtain the structural Engineer's approval before transmitting loads to the structure. Test to 90 percent of rated proof load for fastener. If fastening fails test, revise all similar fastener installations and retest until satisfactory results are achieved.
- L. General Supporting Installations:
1. Provide appropriate concrete anchors for hanger rods. Rods shall be screwed into or extended through frame construction (with washer and nut). Supports shall secure conduit in place, and shall prevent vibration, provide for expansion and contraction and shall make neat appearance. Strap hangers or chains are not permitted.
 2. Electrical raceways (conduit and EMT) 1-1/2-inches and smaller shall be secured with 1-hole malleable iron straps or brackets to walls. Trapeze supports shall be used for groups or parallel raceways with raceways secured to trapeze with approved clamps. Individual runs of raceways 2-inches and larger shall be supported by Clevis type hangers.
 3. Provide all steel supports including roof curbs for all equipment provided under this Section.
 4. Electrical raceway supports to be spaced on the following maximum centers, unless otherwise required by the NEC:
 - a. 3/4-inch to 1-inch conduit - 8 feet
 - b. 1-1/4-inch and larger conduit - 10 feet

5. Provide additional hangers or steel members to distribute the load among two or more structural members when required or directed.
6. Drilling of new concrete slabs will not be permitted. Anchors and inserts shall be cast in the concrete slabs.

M. Locations:

1. Anchor bolts, sleeves, inserts, hangers, and supports required for the electrical work shall be furnished and installed under Division 26.
2. Coordinate with other trades the location of anchors, sleeves, inserts, and supports and ensure that they are properly installed.
3. Openings and sleeves shall be set true to line, level, plumb, and position and shall be set true to line, level, plumb, and position and shall be so maintained during construction. Where sleeves and openings are provided in poured concrete, inspect same during and after concrete is poured to ensure proper position and correct any deviation.

N. Hangers and Supports:

1. Provide hangers, angles, channels, and other supports required by field conditions to install items of electrical equipment. Design of supports and methods of fastening to building structure shall be acceptable to the Owner.
2. Use of power-actuated fasteners and devices is permitted in the vertical surfaces of the building only with the following requirements.
 - a. For fastening conduits 1-1/2-inch and smaller and lighting fixtures 50 lbs or less.
 - b. Load capacity per manufacturers' recommendations.
 - c. Fasteners shall be located in the thickest part of the slab.
 - d. Devices shall comply with OSHA requirements.
3. Use of lead shield expansion anchors is not permitted.
4. No electrical items shall rest on, or depend for support on suspended ceiling media (tiles, lath, plaster, splines, etc.).
5. In suspended ceilings, support conduits directly from structural slabs, decks (or framing members). Do not support conduits on ceiling suspension members.
6. Support surface or pendant lighting fixtures:
 - a. From an outlet box by means of an interposed metal strap, where weight is less than 5 lbs.

- b. From an outlet box by means of a hickey or other direct threaded connection, where weight is from 5 to 50 lbs.
 - c. Directly from structural slab, deck or framing member, where weight exceeds 50 lbs.
- 7. In addition to the above, provide cushioned, swivel type hangers with appropriate outlet boxes for pendant fixtures in mechanical areas. Such hangers shall have a support rating at least twice that of the load supported.
- 8. Support recessed lighting fixtures directly from structural slab, deck, or framing members. Refer to Division 26 Section 265100, Lighting for additional installation requirements.
- 9. Provide weight-distribution facilities, where required so as not to exceed the load bearing capabilities of floor or walls that bear the weight of, or support, electrical items.
- 10. For point-of-attachment weight of 100 lbs. or less, fasten items as follows:
 - a. On wood, use wood screws.
 - b. On concrete and solid masonry that is already in place, use self-drilling concrete anchors or expansion bolt and couplings.
 - c. On hollow construction, use toggle bolts.
 - d. On structural steel, use beam clamps.
- 11. For point-of-attachment weights from 100 lbs. to 300 lbs., provide supports as follows:
 - a. At cast-in-place concrete slabs, use concrete inserts in bottom of slab, with 8" slip-through steel rods set transverse to the reinforcing steel.
 - b. At concrete slab already in place, uses 16-inches x 8-inches x ½-inch steel plates at the top of the slab, with through-bolts welded in place. The plates shall be chased in and grouted flush, where no fill is to be applied.
- 12. For point-of-attachment weights over 300 lbs., provide supports as follows: At cast-in-place concrete slabs, uses 16-inch x 8-inch x ½-inch steel plate, with through bolts welded in place. Top of the plate shall be 1-1/2-inches below the top of the slab or on top of the slab where a fill slab is to be installed.
- 13. Hangers and supports shall be hot dipped galvanized, unless noted otherwise.
- 14. Equipment shall not be held in place by its own dead weight. Provide base anchor fasteners in each case.
- 15. Trapeze type hangers may be used where several conduits are to be installed at the same elevation. The spacing of such trapeze hangers shall be in accordance with the NEC for the smallest conduit in the run.

16. Vertical conduits shall be supported by heavy wrought iron clamps or collars anchored to construction at each floor.

O. Inserts:

1. Inserts for suspended items in poured concrete construction shall be malleable-iron concrete inserts, adjustable type with insert nut. Items manufactured by Barrett, Crawford, Elcen, or Grinnell shall be used where applicable.
2. Inserts for surface-mounted items shall be suitable for the composition of the slab, wall, or structure on which installation is to be made.

P. Table I: Spacing For Raceway Supports

TABLE I: SPACING FOR RACEWAY SUPPORTS				
Raceway Size (Inches)	No. of Conductors in Run	Location	RNC & IMC (Ft.)	EMT (Ft.)
		HORIZONTAL RUNS		
1/2, 3/4	1 or 2	Flat ceiling or wall.	5	5
1/2, 3/4	1 or 2	Where it is difficult to provide supports except at intervals fixed by the building construction.	7	7
1/2, 3/4	3 or more	Any location.	7	7
1/2 - 1	3 or more	Any location.		
1 & larger	1 or 2	Flat ceiling or wall.	6	6
1 & larger	1 or more	Where it is difficult to provide supports except at intervals fixed by the building construction.	10	10
1 & larger	3 or more	Any location.	10	10
Any	---	Concealed.	10	10
		VERTICAL RUNS		
1/2, 3/4	---	Exposed.	7	7
1, 1-1/4	---	Exposed.	8	8

1-1/2 & larger	---	Exposed.	10	10
Up to 2	---	Shaftway.	14	10
2-1/2	---	Shaftway.	16	10
3 & larger	---	Shaftway.	20	10
Any	---	Concealed.	10	10
Abbreviations:	EMT	Electrical Metallic Tubing		
	IMC	Intermediate Metallic Conduit		
	RNC	Rigid Nonmetallic Conduit		
	RGS	Rigid Galvanized Steel		

3.3 CLEANUP

- A. Upon completion of this Section of work, remove all protective wraps and debris. Repair any damage due to installation of this section of work.

3.4 PROTECTION

- A. During installation, protect this work from damage.
- B. Upon completion of this scope of work, it shall become the responsibility of the General Contractor to protect this work from damage during the remainder of construction on the project and until substantial completion.

END OF HANGERS AND SUPPORTS

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DIVISION 26 SECTION 26 05 33
RACEWAYS AND BOXES
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SECTION 26 05 33 - RACEWAYS AND BOXES

PART 1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

- 1. Raceways include the following:

- a. EMT.
 - b. FMC.
 - c. IMC.
 - d. LFMC.
 - e. PVC.
 - f. RGS.
 - g. RMC.
 - h. RNC
 - i. Wireways.

- 2. Boxes, enclosures, and cabinets include the following:

- a. Device boxes.
 - b. Outlet boxes.
 - c. Pull and junction boxes.
 - d. Cabinets and hinged-cover enclosures.

- 3. Miscellaneous Products include the following:

- a. Expansion/Deflection fittings.
 - b. Bushings.

- B. Related Sections include the following:

- 1. Division 26 Section 260528, Electrical Firestopping for requirements for firestopping at penetrations through walls and floors that are fire barriers.
 - 2. Division 26 Section 260529, Hangers and Supports for raceways and box supports.

3. Division 26 Section 262726, Wiring Devices for devices installed in boxes.

1.3 DEFINITIONS

- A. EMT: Electrical Metallic Tubing.
- B. FMC: Flexible Metal Conduit.
- C. IMC: Intermediate Metal Conduit.
- D. LFMC: Liquidtight Flexible Metal Conduit.
- E. PVC: Rigid Polyvinyl Chloride Conduit.
- F. RGS: Rigid Galvanized Steel Conduit.
- G. RMC: Rigid Metal Conduit.
- H. RNC: Rigid Nonmetallic Conduit.

1.4 SUBMITTALS

- A. Product Data: For raceways, boxes, wireways, fittings, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: Include layout drawings showing components and wiring for nonstandard boxes, enclosures, and cabinets.

1.5 QUALITY ASSURANCE

- A. Listing and Labeling: Provide raceways and boxes specified in this Section that are listed and labeled.
 - 1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100
 - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.
- B. Comply with NECA's "Standard of Installation" and NECA 101 "Recommended Practice for Installing Steel Conduits".
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.
- B. Verify routing and termination locations of conduits and boxes prior to rough-in.
- C. Conduit routing shown on Drawings is only approximate and diagrammatic. Route conduits as required for a complete conduit and wiring system.
- D. Coordinate installation of outlet boxes, mounting heights, orientation, and locations of outlets.
- E. Coordinate mounting heights and locations of outlet boxes thoroughly with approved casework shop drawings.

1.7 PROJECT RECORD DOCUMENTS

- A. Accurately record routing of all concealed conduits. Record actual routing of all exposed conduits/larger than 1 inch. Indicate actual locations and mounting heights of outlet boxes, pull and junction boxes, branch circuits, arrangements, etc.

PART 2. PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Metal Conduit and Tubing:
 - a. Allied Tube & Conduit Corporation.
 - b. Anamet, Inc.; Anaconda Metal Hose.
 - c. AFC/Monogram Company.
 - d. Carol Cable Co., Inc.
 - e. Cole-Flex Corp.
 - f. Electri-Flex Co.
 - g. Flexcon, Inc.; Coleman Cable Systems, Inc.
 - h. Grinnell Co.; Allied Tube and Conduit Div.
 - i. Monogram Co.; AFC.
 - j. Spiraduct, Inc.
 - k. Triangle PWC, Inc.
 - l. Wheatland Tube Co.

2. Nonmetallic Conduit and Tubing:
 - a. Anamet, Inc.; Anaconda Metal Hose.
 - b. Arnco Corp.
 - c. Breeze-Illinois, Inc.
 - d. Cantex Industries; Harsco Corp.
 - e. Certainteed Corp.; Pipe & Plastics Group.
 - f. Cole-Flex Corp.
 - g. Condux International; Electrical Products.
 - h. Electri-Flex Co.
 - i. George-Ingraham Corp.
 - j. Hubbell, Inc.; Raco, Inc.
 - k. Lamson & Sessions; Carlon Electrical Products.
 - l. R&G Sloan Manufacturing Co., Inc.
 - m. Spiraduct, Inc.
 - n. Thomas & Betts Corp.
3. Conduit Bodies and Fittings:
 - a. American Electric; Construction Materials Group.
 - b. Crouse-Hinds; Div. of Cooper Industries.
 - c. Emerson Electric Co.; Appleton Electric Co.
 - d. Hubbell, Inc.; Killark Electric Manufacturing Co.
 - e. Lamson & Sessions; Carlon Electrical Products.
 - f. O-Z/Gedney; Unit of General Signal.
 - g. Scott Fetzer Co.; Adalet-PLM.
 - h. Spring City Electrical Manufacturing Co.
 - i. Thomas & Betts Corporation.
4. Metal Wireways:
 - a. Hoffman Engineering Co.
 - b. Keystone/Rees, Inc.
 - c. Square D Co.
5. Nonmetallic Wireways:
 - a. Hoffman Engineering Co.
 - b. Lamson & Sessions; Carlon Electrical Products.
 - c. Wiremold Co.
 - d. Hubbell
6. Boxes, Enclosures, and Cabinets:
 - a. American Electric; FL Industries.
 - b. Butler Manufacturing Co.; Walker Division.
 - c. Crouse-Hinds; Div. of Cooper Industries.
 - d. Electric Panelboard Co., Inc.

- e. Erickson Electrical Equipment Co.
- f. Hoffman Engineering Co.; Federal-Hoffman, Inc.
- g. Hubbell Inc.; Killark Electric Manufacturing Co.
- h. Hubbell Inc.; Racor, Inc.
- i. Lamson & Sessions; Carlon Electrical Products.
- j. O-Z/Gedney; Unit of General Signal.
- k. Parker Electrical Manufacturing Co.
- l. Robroy Industries, Inc.; Electrical Division.
- m. Scott Fetzer Co.; Adalet-PLM.
- n. Spring City Electrical Manufacturing Co.
- o. Thomas & Betts Corp.
- p. Woodhead Industries, Inc.; Daniel Woodhead Co.

2.2 METAL CONDUIT AND TUBING

- A. Rigid Galvanized Steel Conduit: ANSI C80.1 and UL 6.
- B. IMC: ANSI C80.6.
- C. Plastic-Coated Steel Conduit and Fittings: NEMA RN 1.
- D. Plastic-Coated IMC and Fittings: NEMA RN 1.
- E. EMT and Fittings: ANSI C80.3, galvanized tubing.
 - 1. Fittings: Compression type, NEMA FB1.
- F. FMC: Zinc-coated steel.
- G. LFMC: Flexible steel conduit with PVC jacket.
- H. Fittings: NEMA FB 1; compatible with conduit/tubing materials.

2.3 NONMETALLIC CONDUIT AND TUBING

- A. PVC: NEMA TC 2, Schedule 40 or 80.
- B. PVC Fittings: NEMA TC 3; match to conduit or conduit/tubing type and material.

2.4 METAL WIREWAYS

- A. Material: Sheet metal sized and shaped as indicated.

- B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70.
- D. Wireway Covers: Screw-cover type.
- E. Finish: Manufacturer's standard enamel finish.

2.5 OUTLET AND DEVICE BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized flat-rolled sheet steel.
- B. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box, deep type, with gasketed cover, and threaded hubs.
- C. Outlet Box Accessories: Provide outlet box accessories as required for each installation, including corrosion-resistant screws, mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps, and metal straps for supporting outlet boxes which are compatible with outlet boxes being used and fulfilling requirements of individual wiring situations.
- D. Nonmetallic: NEMA OS2.

2.6 PULL AND JUNCTION BOXES

- A. Small Sheet Metal Boxes: NEMA OS 1.
- B. Sheet metal boxes over 12" in any dimension shall comply with the requirements of Article "Enclosures and Cabinets" of this Section.
- C. Boxes for Outdoor and Wet Locations: Flat flanged, surface-mounted, UL listed as raintight, galvanized cast iron box and cover with neoprene gasket and stainless steel cover screws.
- D. Boxes for Buried Flush Grade Locations: NEMA 250, Type 6, flat flanged, UL listed as watertight, galvanized cast iron, aluminum or PVC box.
 - 1. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
 - 2. Cover Legend: "Electric" or "Communications" as appropriate.

2.7 BOX EXTENSIONS

- A. Prohibited on new construction.

2.8 ENCLOSURES AND CABINETS

- A. Hinged-Cover Enclosures: NEMA 250, Type 1 in dry locations, and Type 4 in wet or damp locations, with continuous hinge cover and flush latch.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
- B. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment.

2.9 EXPANSION / DEFLECTION FITTINGS

- A. Provide an expansion/deflection fitting in each concealed or exposed electrical run crossing a building expansion joint. Fittings shall be complete with bronze end couplings, neoprene sleeves, tinned copper braid integral bonding jumper and stainless steel bands. Expansion/deflection fittings shall be suitable for the size and type of conduit run they connect. Bonding jumper shall comply with NEC and UL requirements.
- B. Expansion/deflection fitting shall accommodate the following movements without collapsing or fracturing the conduit and damaging the wires it contains:
 - 1. Axial expansion or contraction up to 3/4-inch.
 - 2. Angular misalignment of the axes of the conduits up to 30 degrees in all directions.
 - 3. Parallel misalignment of the axes of the conduits up to 3/4-inch in all directions.
- C. Expansion/Deflection fitting shall be OZ/Gedney Type "DX" or approved equal by Crouse Hinds (Type XD).

2.10 BUSHINGS

- A. Bushings for 1-inch conduit and smaller shall be self-extinguishing thermoplastic type - 150°C temperature rating.

- B. Bushings for 1-1/4" conduit and larger shall be malleable iron body with 150 degrees C insulating ring. Insulating material shall be locked in place and non-removable.

PART 3. EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 RACEWAY REQUIREMENTS

- A. Conduit Application Schedule:

Application	Conduit Type	Remarks
In or under concrete slab	RGS	
Exposed exterior locations.	RGS	Use threaded or rain-tight fittings.
Wet interior locations.	RGS	Use threaded or rain-tight fittings.
Exposed dry interior locations up to 7'-0" AFF where subject to physical damage.	RGS	
Exposed dry interior locations above 7'-0" AFF and up to 7'-0" where not subject to physical damage.	EMT	
Exterior Underground	RNC (Sched. 40 PVC)	RGS Elbows/Sweeps
Equipment connections in dry interior locations.	FMC (e.g. Greenfield)	Short lengths only (maximum 6 feet).
Equipment connections in wet interior locations.	LFMC (e.g. Sealtite)	Short lengths only (maximum 6 feet). Use threaded or rain-tight fittings.
Equipment connections in exterior locations.	LFMC (e.g. Sealtite)	Short lengths only (maximum 6 feet). Use threaded or rain-tight fittings.
Concealed in dry wall construction.	EMT	
Concealed above suspended ceilings.	EMT	
Concealed in masonry walls.	EMT	

1. Provide Flexible Metal Conduit (FMC), e.g. Greenfield, in short lengths (maximum 6 feet) for the connection of lighting fixtures, dry type transformers and any vibrating equipment. The flexible connections to recessed fixtures and equipment shall be sufficient slack to permit removal of fixture.

2. Provide Liquidtight Flexible Metal Conduit (LFMC), e.g. Sealtite, in short lengths (maximum 6 feet) for the connection of exterior equipment, motors and equipment in damp or wet locations as defined in Division 26 Section 260500, Common Work Results for Electrical.
3. Aluminum conduit is prohibited.
4. For exposed rooftop applications and where indicated on the drawings, Rigid Non-metallic Conduit may be used as permitted in Article 347 of the NEC, with or without concrete encasement. Where rigid non-metallic conduit is exposed, it shall be Schedule 40 PVC, with all provisions for thermal expansion/contraction as recommended by the Manufacturer.
5. PVC conduits for electric and telephone services shall be encased in 3 in. concrete envelope. Conduits shall be rigid same as above and beyond 5 feet of the building shall be non-metallic PVC equal to Carlon Type EB encased in concrete.
6. Rigid Polyvinyl Chloride (PVC) Conduit may be used underground and under slabs except where rigid metal conduit is required.

B. Fittings:

1. All fittings to match conduit material and to be suitable for the purpose intended. Join conduit with fittings designed and approved for the purpose and make joints tight.
2. Provide UL listed compound filled sealing fittings for NEC-required locations, for conduits passing from interior to exterior, and at the interface of widely different space temperatures such as refrigeration or cold storage rooms where conduits pass from warm locations to cool locations, such as the boundaries of air conditioned spaces and non-conditioned air spaces. For concealed conduits, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
3. Provide expansion fittings with bonding jumpers where conduits cross expansion joints or where otherwise required to compensate for thermal expansion and contraction. Provide expansion fittings in each straight uninterrupted run of surface-mounted conduit, both horizontal and vertical, in excess of 200 feet. Distance between fittings shall not exceed 200 linear feet. The Contractor shall refer to the Architectural Drawings for expansion joint locations.
4. Fasten rigid steel conduit with threaded galvanized steel fittings, double locknuts, and insulated bushings. Insulated bushings shall be OZ/Gedney type "B", or equal.
5. Fasten EMT conduit with "Concretight" or "Raintight" compression fittings made from galvanized steel or malleable iron. Fittings using set screw or

indentations as a means of attachment or made from cast "white metal" are prohibited. All connectors shall have insulated throats.

6. Fasten liquid-tight conduit with fittings incorporating a threaded ferrule, nylon sealing ring, and steel or malleable iron compression nut and body. Furnish Crouse Hinds metallic liquid-tight fittings, or equal.
7. Fasten Flexible Metallic Conduit (FMC) with Thomas & Betts (T&B) "Tite-Bite" insulated connectors, or equal.
8. Watertight fittings shall use a copper base anti-corrosive conductive compound. Provide watertight fittings in conduits exposed to weather, in wet locations, in underground locations, and in slabs.

C. Box Locations:

1. Electrical boxes shall accommodate wire pulling, splices, taps, equipment connections and Code compliance.
2. Coordinate access doors as required to provide access to boxes in hard ceilings and similar inaccessible areas.
3. Provide cast box (with threaded hubs) in exterior enclosures, high traffic areas (surface installations), and as specified by Owner.

D. Outlet Boxes:

1. Outlet boxes for concealed work shall be zinc-coated or cadmium-plated sheet steel boxes suitable for the service and type outlet.
2. Boxes and conduit fittings for exterior locations, all damp or wet locations, and exposed locations subject to damage shall be NEMA 4 cast-aluminum, cast steel or cast iron type with threaded hubs for conduit entrance and gasketed cover plates.
3. Extra large boxes shall be provided in accordance with the National Electrical Code where necessary to prevent crowding of wire in the box.
4. Plastic boxes and cast "white metal" boxes classified as NEMA 4 will not be acceptable.
5. Outlet boxes in unplastered brick or block walls shall be provided with deep square-cut device covers. They shall be set so that the brick or block can be cut and fitted closely to the cover opening and so that the standard wall plate will cover the joint between the brick or block and the box.
6. All outlet boxes used for supporting fixtures shall be furnished with malleable iron fixture studs of "no-bolt" type secured by locknut.

7. Provide support for boxes occurring in suspended ceilings. Outlets in ceilings directly on bottom of joists shall be supported independent of ceiling construction. Outlets in suspended ceilings shall not be supported from ceiling construction.
8. All boxes, whether outlet, junction, pull, or equipment, shall be furnished with appropriate covers.
9. No sectionalized boxes shall be used.
10. Back-to-back outlet boxes are not permitted. Separate boxes a minimum of 6" in standard walls and a minimum of 2 feet in acoustical walls.
11. Provide knockout closures for unused openings.
12. Provide blank coverplates for all unused boxes.
13. For multiple device installations, provide multi-gang boxes. Sectional boxes are not permitted. Provide barrier separation of different voltage conductors in the same box.
14. Thoroughly coordinate mounting heights of boxes with casework and backsplash heights.
15. Provide recessed outlet boxes in finished areas, supported from interior partition studs. Supports are to be stamped steel stud bridges for hollow stud walls and adjustable steel channel fasteners for flush ceiling outlet boxes.
16. Provide back supports for boxes in metal stud walls.

E. Junction and Pull Boxes:

1. Junction and pull boxes shall be furnished and installed as shown or where required to facilitate pulling of wires or cables. Such boxes shall be installed in accessible locations. All boxes for concealed work shall be constructed of 12 gauge USS galvanized sheet steel minimum, unless otherwise specified or indicated and provided with mounting brackets and flat screw covers secured in position by round head brass or stainless steel 300 grade machine screws. Boxes for exterior work shall be cast aluminum or galvanized cast iron type with threaded hubs unless otherwise directed. Gasketed cover plates shall be furnished for outdoor installation. Provide barrier (separators) where different system voltage share the same box.
2. Wherever possible, locate pull and junction boxes above accessible ceilings in finished areas.
3. Pull or junction boxes shall be supported independently of conduit.

4. In flush grade outdoor applications, unit shall be adequately supported against settling or tipping. Where heavy traffic or poor soil compaction exists, cast box in a concrete base which provides 6" of cover around and under the box.

3.3 INSTALLATION

- A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.
- B. Furnish and install a separate and independent raceway system as shown on the Drawings for each of the various wiring systems including, but not limited to, the following:

Control Wiring
Emergency
Fire Alarm System
Lighting
Optional Standby
Power

1. All raceway systems shall be completely wired as specified herein, shown on drawings and/or required for satisfactory operation of the various systems.
2. Raceways, generally, shall be concealed conduit as specified herein. Where wiring troughs are required or used to facilitate the wiring installation, they shall be equal to Square D Company's Square-Duct and fittings, with hinged cover arranged for total removal, all finished in baked enamel and all components U/L listed. The gutters shall be of ample size to accommodate conductors therein and as required by the NEC.
3. Support all conduit not embedded in concrete or masonry such that strain is not transmitted to outlet boxes and pull/junction boxes, etc. Supports to be sufficiently rigid to prevent distortion of conduits during wire pulling.
- C. Minimum Raceway Size: 3/4-inch trade size (DN21), 1-inch trade size for exterior underground work.
- D. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.
- E. Electrical Metallic Tubing (EMT) shall be used for the following unless otherwise indicated:
 1. Branch circuits for lighting, receptacles, and power concealed in:
 - a. Dry wall construction.
 - b. Suspended ceilings.
 - c. Masonry walls.

2. Exposed in equipment room areas as needed to serve fixed equipment.
- F. Rigid Galvanized Steel Conduit (RGS) shall be used for the following, unless otherwise indicated:
1. Branch circuits and feeders for lighting, receptacle and power, installed exposed in areas subject to physical damage.
- G. ATC (Automatic Temperature Control) and Fire Alarm system wiring shall be installed in raceways within partitions, terminated 8" above ceiling.
- H. Wiring above ceiling shall be plenum rated cable, where required by Code.
- I. Wiring installed concealed above hard ceilings and exposed in areas with no ceilings shall be installed in conduit.
- J. Conduit shall be run concealed wherever possible, within walls, ceilings, or floors, unless otherwise indicated or specified. Where exposed conduits runs are shown or required, they shall be run parallel to building construction and shall be suitably supported at required intervals.
- K. Conduit may be run exposed in Mechanical Equipment rooms, Electrical rooms, and where necessary in Storage rooms and unfinished areas. Where conduit is run exposed, it shall be run as close as possible to walls and ceilings and shall not interfere with equipment, ductwork and piping.
- L. Keep raceways at least 12 inches (300 mm) away from parallel runs of flues, steam or hot-water pipes and other hot surfaces above 77 degrees F. Install horizontal raceway runs above water and steam piping.
- M. Install raceways level and square and at proper elevations. Provide adequate headroom.
- N. Complete raceway installation before starting conductor installation.
- O. Support raceways as specified in Division 26 Section "Hangers and Supports". Arrange supports to prevent misalignment during wiring installation.
- P. Use capped bushings or "push-penny" plugs to prevent foreign matter from entering the conduit system during construction. Clean and plug or cap all conduits left empty for future use.
- Q. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab. Conduit stub-ups and stub-downs shall be arranged in a neat and orderly manner and shall emerge at right angles to floors or ceilings.

- R. Make bends and offsets so the inside diameter is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- S. Use raceway fittings compatible with raceways and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.
- T. Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated.
- U. Conduits shall not be installed in elevated concrete floor slabs so that composite action between the slab and beams is not affected.
- V. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
- W. Run parallel or banked raceways together, on common supports where practical.
- X. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- Y. Join raceways with fittings designed and approved for the purpose and make joints tight.
 - 1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
 - 2. Use insulating bushings to protect conductors.
- Z. Tighten set screws of threadless fittings with suitable tools.
- AA. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.
- BB. Lubricants for pulling wires shall be approved for use with the types of wire and conduit installed.
- CC. Install hinged-cover enclosures and cabinets plumb. Support at each corner.
- DD. Use conduit hubs or sealing lock nuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
- EE. Install no more than equivalent of three 90° bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inches (50 mm) in size.
- FF. Avoid moisture traps; provide junction box with drain fittings at low points in conduit system.

- GG. Die-cast fittings of pot metal will not be accepted.
- HH. Conduits shall be free of any burrs, foreign objects, and water prior to conduit installation.
- II. Conduit placed against concrete or masonry above ground shall be fastened to the concrete or masonry with pipe straps or one screw clamp attached to the concrete by means of expansion screw anchors and screws. "Caddy Clip" type hangers or straps will be permitted only in non-exposed areas and restricted to ½ " to ¾" conduit.
- JJ. Where conduits turn up out of concrete slabs and are not concealed by wall construction, bends shall be carefully made so that no portion of the radius is above the floor.
- KK. Rigid conduit or Electrical Metallic Tubing (EMT) shall not be strapped or fastened to equipment subject to vibration or mounted on shock-absorbing bases.
- LL. Conduit shall be installed in such manner as to insure against the collection of trapped condensation, and runs of conduit shall be without traps wherever possible. Drill 1/8" diameter weep holes where necessary.
- MM. Conduits run to and from cabinets shall be run neatly, in accurate manner and shall emerge from the floors and ceilings at right angles thereto.
- NN. Provide wall flanges and gasketing on conduits entering fan housings to minimize air leakage at points of penetration of housing.
- OO. Conduit risers shall be rigidly supported on the building structure, using appropriate supports only.
- PP. In equipment spaces, such as fan rooms, plenums, etc., conduits and outlets may be exposed, but shall avoid interference with ventilating ducts, piping, etc.
- QQ. Exposed conduit installed on or adjacent to ventilating ducts shall be installed after the ducts are in place, and shall be run from ceiling or wall junction boxes in such manner as to retain accessibility to junction box covers and to permit future removal or replacement of ducts.
- RR. Conduits and other electrical items shall not be fastened to, or supported from ventilating ducts but shall be separately supported. The method of supporting and details of the supporting members shall be reviewed by the Owner's Representative. In no case shall screws penetrate the sheet metal of the ducts.
- SS. Exposed conduit run on surface shall be supported according to Code and within three feet of each outlet, junction box, or cabinet, by galvanized malleable conduit clamps and clamp backs. Suspended conduits shall be supported every five feet by conduit hangers and round rods, or where two or more conduits are run parallel, by trapeze hangers suitably braced to prevent swaying.

TT. Screws for all exposed work shall be stainless steel, unless otherwise noted.

UU. Cadmium-plated steel screws may be used for interior dry locations only.

VV. No running threads shall be cut or used.

3.4 FLEXIBLE CONNECTIONS

- A. Provide Flexible Metal Conduit (FMC), e.g. Greenfield, in short lengths (maximum 6 feet) for the final connection of lighting fixtures, dry type transformers and vibrating equipment in dry interior locations. The flexible connections to recessed fixtures and equipment shall be sufficient slack to permit removal of the same.
- B. Provide Liquidtight Flexible Metal Conduit (LFMC), e.g. Sealtite, in short lengths (maximum 6 feet) for the final connection of exterior equipment, motors and equipment in damp or wet locations as defined in Division 26 Section 260500, *Common Work Results for Electrical*.
- C. Grounding conductors with green colored insulation shall be extended through all flexible connections including fixture "whips", and fastened to terminals within the first junction boxes on either side of the flexible length.
- D. Flexible connections shall be sized per the Contract Drawings, or as required in accordance with Code; the more stringent requirement shall apply.

3.5 INSTALLATION OF TERMINATIONS

- A. Where raceways are terminated with lock nuts and bushings, align the raceway to enter squarely, and install the lock nuts with dished part against the box. Where terminations cannot be made secure with one lock nut, use two lock nuts, one inside and one outside of the box.
- B. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- C. Open ends shall be capped with approved manufactured conduit seals as soon as installed and kept capped until ready to pull in conductors.
- D. Where conductors No. 10 AWG or larger enter a raceway, cabinet, pull box, and junction box, the conductors shall be protected by an insulated bushing providing a smoothly rounded surface.
- E. Double lock nuts shall be used at termination of rigid conduit in knock-out openings.

- F. Ends of conduits shall be equipped with insulating bushings for 1" and smaller, and insulated metallic bushings for 1-1/4" and larger. Ends of conduit shall be temporarily capped prior to installation and during construction to exclude foreign material.

3.6 INSTALLATION OF BOXES

- A. Provide grounding connections for raceway, boxes, and components as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors.
- B. Provide junction boxes, pull boxes, cable support boxes, and wireways as required for proper installation of the electrical work. Covers shall be accessible. Small junction boxes shall be similar to outlet boxes. Provide barriers (separators) where different system voltage wires share the same box.
- C. Pull boxes, cable support boxes, and large junction boxes for indoor use shall be made of Code gauge steel or no less than 12 gauge. Covers shall be held in place with stainless steel screws. Paint interior and exterior surfaces with rust-inhibitive paint. (Pull boxes and covers shall be hot-dipped galvanized.)
- D. Boxes located outdoors and in damp or wet locations shall be cast metal or alloy, fitted with screw-fastened covers and gaskets, and with threaded conduit connections. Fasteners shall be stainless steel or brass.
- E. Pull boxes shall be installed at all necessary points to prevent injury to the insulation or other damage that might result from pulling resistance or for other reasons necessary for proper installation. Pull box locations shall be approved by the Owner's representative prior to installation.
- F. Where boxes are used in connection with exposed conduit, plain covers attached to the box with a suitable number of countersunk flat head machine screws shall be used.
- G. Pull boxes with barriers shall have a single cover plate and the barriers shall be of the same gauge as the pull box.
- H. Exposed pull boxes will not be permitted in finished spaces.
- I. Location of pull boxes shall be coordinated with piping, ductwork, and other equipment so as to permit sufficient clearance for maintenance and access.
- J. Pull boxes recessed in walls or partitions shall be provided with flanged type covers.
- K. Outlet boxes and covers shall be sheet steel knockout type, zinc-coated, or cadmium-plated and shall be of proper Code size for the number of wires of conduits passing through or terminating therein, but in no case shall any box be less than 4" square, or boxes at end of a run and containing a single device may be of the "handy box" type. Covers for flush outlets

shall finish flush with plaster or other finished surface. Approved factory-made knockout seals shall be used in all boxes where knockouts are not intact. Boxes in concrete shall be a type which will allow the placing of conduit without displacing the reinforcing bars. Additional pull boxes shall be installed as required to facilitate pulling of wires.

- L. Outlet boxes for lighting fixtures shall be equipped with fixture supporting devices.
- M. Outlet boxes for switches shall be of the gang type.
- N. Each circuit in each pullbox shall be marked with a tag guide denoting panels to which they connect.
- O. Boxes shall be separated to prevent sound transmission. Back-to-back boxes shall not be used.
- P. Outlet boxes shall be provided with suitable plaster rings and covers or plates.
- Q. Unused knockout holes shall remain closed and those opened by error shall be closed with snap-in blanks.
- R. Outlet boxes shall not be smaller than required by Code for the number and size of wires to be installed.
- S. Outlet boxes installed in plenum ceilings shall be in accordance with applicable codes.
- T. Outlet boxes shall be installed true and plumb so that the covers or plates will be level and at uniform elevations for the types of outlets contained.
- U. Outlet boxes for switches at doorways shall be located at the strike side of the door as finally hung.
- V. Outlet box locations as indicated shall be considered to be approximate only. Determine exact locations from architectural details or from field instructions and coordinate outlet box locations with the work of other trades.
- W. Install junction and pull boxes to be accessible.
- X. Locations of junction and pull boxes requiring access panels shall be reviewed by the Owner's Representative.

3.7 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to Manufacturer and Installer that ensure coatings, finishes, and cabinets are without damage or deterioration at the time of Substantial Completion.
- B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

- C. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.
- D. Steel conduit: Conduit that shows corrosion within the guarantee period shall be replaced.

3.8 CLEANING

- A. On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.
- B. After conduits and accessories have been installed, and concreting operations completed, conduit runs shall be satisfactorily cleared of obstructions and foreign matter. Defects which might damage cable upon installation shall be corrected. Where new conduits installed are connected to new conduits installed by others and where new conduits installed are connected to existing conduits, the entire run to the nearest box or other termination point shall be cleaned.

3.9 PAINTING AND FINISHES

- A. All exterior equipment and conduits shall be painted to match adjacent surface in color as selected by Architect.
- B. All exposed conduit, boxes, equipment, etc. in finished spaces shall be painted. Colors shall be as selected by the Architect and conform to ANSI Standards.
- C. Boxes for fire alarm cabling and devices shall be red, except for finished locations, where they shall be painted to match adjacent surfaces.

END OF RACEWAYS AND BOXES

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DIVISION 26 SECTION 26 05 43
UNDERGROUND DUCTBANKS
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SECTION 26 05 43 - UNDERGROUND DUCTBANKS

PART 1. GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Sections of other Divisions in this Specification which relate to excavation and concrete construction.

1.2 SUMMARY

- A. This Section includes complete concrete ductbank construction and direct burial materials and methods for outside power systems transmission and distribution.
- B. This Section specifies underground duct placement, materials, and installation procedures.

1.3 CONTRACTOR RESPONSIBILITIES

- A. All work described in this Section shall be performed and paid for under Division 26.
- B. Existing Subsurface Utilities: Existing subsurface facilities are shown on the plans to help the Contractor avoid damage to essential utilities which must remain in service. Take reasonable steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities. If the discovery of underground facilities not indicated on the plans or in a location different from what is indicated on the plans, protect such facilities, notify the Owner's representative immediately, and record actual conditions found onto the record drawings.
- C. Construction Staking:
 - 1. Provide the stakes and reference marks necessary for the construction of the improvements covered by this Contract.
 - 2. Control stakes which constitute reference points for all Construction work shall be conspicuously marked with red flagging tape. Provide responsibility to inform employees and Subcontractors of the stakes' importance, and the necessity for their preservation. The cost of replacing such controls, should it become necessary for any reason whatsoever, shall be furnished at no additional cost to the Owner.

1.4 QUALITY ASSURANCE

- A. Installer: Company specializing in cast-in-place concrete structures with a minimum of three years documented experience.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1, or an equivalent Certification program.
- B. Materials: All materials shall be new and the best of their respective kinds, free from all defects and as specified on the plans and the specifications or as accepted by the Project Engineer. Furnish materials or manufactured articles or shall do work for which no detailed Specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or if not ordinarily carried in stock, shall conform to the usual standards of first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in conformity and harmony with the intent to secure the best standard of Construction and equipment of the work as a whole or in part.
- C. Manufacturer's Recommendations: Whether specifically mentioned or not in these Specifications, all materials, equipment, devices, etc., shall be installed in a manner meeting the approval of the manufacturer of the particular item.
- D. Codes and Standards: Provide underground ducts and manholes conforming to the following:
 - 1. National Electrical Manufacturers Association (NEMA) - Conform to the manufacturing standards of the following:
 - a. RNI: PVC Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
 - b. TC 2: Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
 - c. TC 3: PVC Fittings for Use with Rigid PVC Conduit and Tubing.
 - d. TC 6: PVC and BAS Plastic Utilities Duct for Underground Installation.
 - e. TC 7: Smooth-Wall Coilable Polyethylene Electrical Plastic Duct.
 - f. TC 8: Extra-Strength PVC Plastic Utilities duct for Underground Installation.
 - g. TC 9: Fittings for ABS and PVC Plastic Utilities Duct for Underground Installation.
 - 2. Underwriters Laboratories, Inc. (UL): Conform to the following:
 - a. 6: Rigid Metal Conduit.
 - b. 651: Schedule 40 and 80 Rigid PVC Conduit.
 - c. 651A: Type EB and A Rigid PVC Conduit and HDPE Conduit.

3. American Concrete Institute (ACI):
 - a. 318: Building Code Requirements for Reinforced Concrete.
4. American Society for Testing & Materials (ASTM):
 - a. F512: Smooth-Wall PVC Conduit & Fittings for Underground Installation .
- E. Certification: Manufacturer shall be a company specializing in ductbank structures with a minimum five years documented experience.

1.5 SUBMITTALS

- A. Submit shop drawings and product data for all conduit, duct, ductbank materials, accessories, and miscellaneous components. Submit product data for each type of manufactured material and product indicated.
- B. Indicate material specifications, dimensions, capacities, and reinforcing details. Submit concrete product data, concrete mix design, and certified mill test reports for steel bars.
- C. Submit coordination shop drawings of ductbank and underground cable installations including profiles and elevations of all utility crossings. Proposed deviations from details on the Drawings shall be clearly marked on all Submittals.
- D. Record Documents: Show dimensional locations of underground ducts, handholes, and manholes.

1.6 SITE CONDITIONS

- A. General: Clearing work shall not begin until temporary fences, barricades, warning signs and other pedestrian control devices are installed.
- B. Traffic Access:
 1. Conduct operations and schedule cleanup in a manner which causes the least possible obstruction and inconvenience to adjacent property owners, pedestrians and vehicular traffic. Furnish, erect, construct and maintain such temporary fences, barriers, lights, reflectors, cones, signs, ramps, etc., that may be necessary to adequately provide separation and warn the public of work in progress and of any existing dangerous conditions. This requirement shall apply continuously and shall not be limited to normal working hours.
 2. Maintain continued access to parking areas, roads, abutting properties, and other facilities which the construction will cross.

PART 2. PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering the specified products that may be incorporated in the work, include, but are not limited to, the following:
1. Conduit and Fittings:
 - a. Carlon Electrical Products.
 - b. George-Ingraham Corporation.
 - c. Condux International.
 2. Ductbank Accessories:
 - a. Carlon.
 - b. Osburn Associates.
 - c. Underground Devices, Inc.
 - d. OZ/Gedney.

2.2 UNDERGROUND DUCTBANKS

- A. General Underground ductbanks to be arrangements of single bore, PVC plastic conduits concrete encased. The number and size of conduits to be as indicated. Turn up connections through slabs or floors shall be rigid metal.
- B. Material:
1. Conduit and Fittings:
 - a. Type II, heavy wall Schedule 40 PVC plastic, sunlight UV-resistant, in accordance with the requirements of NEMA publications TC-2 and TC-3- (fittings).
 - b. Rigid galvanized heavy wall steel conduit (UL 6) with threaded couplings.
 - c. Rigid Metal Conduit, PVC Coated, UL 6, galvanized steel, threaded type, coated with a polyvinyl chloride (PVC) sheath bonded to the galvanized exterior surface, nominal 40 mils thick, conforming to NEMA RN 1, Type A40.
 - d. Conduit and fittings shall have a temperature rating at least equal to the operating temperature of the cable which it contains, minimum 90 degrees C. Conduit and fittings shall be free from all substances that injuriously affect any wire or cable insulation.
 - e. The Manufacturer shall certify that the plastic is 100 percent virgin material and the finished product meets the specifications. All PVC

conduit and fittings shall have solvent-weld connections and shall provide a water-tight joint.

2. Concrete Comply with ACI 318 -- 3,000 psi test in 28 days - See Division 03, Section *Cast-in-Place Concrete*.
 - a. Cement: Portland Blast-Furnace Slag Cement, Type IS or equal meeting ASTM C593M Specifications and the requirements of ACI 318 and 301.
 - b. Fine Aggregate: Concrete sand meeting requirements of ASTM C33.
 - c. Course Aggregate: ASTM #57 crushed limestone, meeting requirements of ASTM C33.
 - d. Air Entraining Admix: Complies with ASTM C260 Standard Specifications for Air Entraining Admixtures for Concrete.
 - e. Water Complies with ASTM C94 Standard Specifications for Ready-mixed Concrete.
3. Use pea gravel aggregate for void-free duct penetration.
4. Reinforcing: Deformed conforming to ASTM A615 - Grade 40, minimum 3/4". Provide coated rebar where exposed to earth, such as on ductbank stubouts. Bars shall be free of loose scale, rust, or other coatings that will reduce bond. per Division 03, Section 033000, *Cast-in-Place Concrete*.
5. Spacers: Manufactured precast plastic assembly, base spacer, top spacers and intermediate spacers, to maintain 4-inches between conduits and completely enclosed and locked conduit assembly. Set on masonry leveling blocks prior to pour.
6. Joint Sealant: Watertight as recommended by conduit manufacturer.
7. Cable Sealing Bushings: OZ type CSB, with PVC coated discs, or equal.
8. Thruwall and Floor Seals: OZ type FSK or WSK, or equal.
9. Expansion Joints: Expansion joints shall be Dylite, as manufactured by Copper, Scorogord, or Dow Chemical and shall conform to ASTM D-1752, Type II.
10. Construction Joints: Construction joints shall be formed using Jahn Screed Joint materials as manufactured by Superior Concrete Accessories, Inc.

C. Conduit:

1. Size as indicated on the Drawings. If conduit sizes are not indicated on the Drawings, then the conduits shall be sized as follows:
 - a. Four inches nominal for 600 volts or lower and for Communication.
 - b. Five inches nominal for voltages above 600 volts.

- D. Elbows rigid heavy wall galvanized steel with a minimum bend radius of 36 inches (915-mm).
- E. Conduit Termination in Utility Holes and Buildings.
 - 1. End Bells: Manufactured end bells of appropriate sizes at each end of conduit. When entering a new building or a new manhole, the end bells for PVC shall be a pre-manufactured system (as manufactured by Formex, or equal) with conduit seals, provision for roughing into the concrete, and water stops.
 - 2. Bushings: Pre-manufactured groundable steel bushings of appropriate sizes where bell ends are not used. Steel bushings shall be used on all metal conduit. When entering a new building, or a new manhole, the bell ends for PVC shall be a pre-manufactured system (System as manufactured by Formex or equal) with conduit seals, provisions for roughing into the concrete pour and water stops.
 - 3. Seals: When entering, below grade, an existing building or manhole, the concrete shall be core-drilled for the appropriate size conduit and seal. The seal shall be a mechanical interlocking assembly seal of modular synthetic rubber links properly sized to fit the pipe and tightened in place, in accordance with the manufacturer's instruction.
 - 4. Fire Stopping/Sealant: All cable filled conduits shall be sealed with 3M Fire Barrier 2001 Silicone RTV Foam Conduit Sealant manufactured by 3M Fire Protection Products, or approved equal.
- F. Plugs: Closure plugs or caps of the same material as the conduit at the ends of the unused sections at manholes, and at building entrance openings.
- G. Pull wire: Provide a polypropylene, twisted yellow, rot and mildew-resistant 3/8" minimum pull rope (2400 lbs. tensile strength) in each empty duct.
- H. Grounding: Steel grounding bushings shall be grounded to the manhole or junction box ground. On steel conduit with end bells, provide an Appleton Catalog No. XJB Series or equal bonding fitting with bonding strap. Connect bonding strap to ground wire in manhole or junction box.
- I. Drainage Assembly: All ducts shall drain to an open end - preferably to a manhole. Or away from the building.

2.3 ACCESSORIES

- A. Duct Supports: Rigid PVC spacers selected to provide minimum duct spacings and concrete cover depths indicated, while supporting ducts during concreting. Spacers shall be interlocked horizontally only. Provide nylon tie-downs to hold ducts to spacers. Concrete blocks are prohibited for duct spacers.

- B. End Bells: Flared, smooth-surfaced fittings of same material as conduit; if of different material, including adapter for connection to conduit.
- C. Warning Tapes:
 - 1. Refer to Division 26 Section, "Electrical Identification" for product requirements.
 - 2. Bury marker tape 12-inches below grade above every ductbank and buried conduit.

2.4 TEST PITS

- A. Provide test pits to locate all utilities and structures. Provide test pits as necessary to determine actual locations and profiles of obstructions to proposed new work.
- B. Verify existing utilities, locations, and inverts and points of connection

2.5 PAINTING

- A. General: All exposed conduit shall be primed and painted to match existing building exteriors.
 - 1. First coat: Zinc Duct - Zinc oxide primer house and trim paint.
 - 2. Second Coat: Type and color to match existing building walls and/or trim where applicable.

PART 3. EXECUTION

3.1 LOCATION AND LAYOUT

- A. Indicated plans and profiles - approximate, based on field information and available as-built plans.
- B. Actual locations and profiles - based on test pits to locate all shown utilities and structures. Test pits at beginning, center, end, and at all ductbank bends and utility crossings.
- C. Plan and profile adjustments - All provided at no additional cost to Owner, subject to approval.

- D. Examine site to receive ducts and handholes for compliance with installation tolerances and other conditions affecting performance of the underground ducts and manholes. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. In accordance with NEMA publication TC-2 and manufacturer's recommendations.
- B. Top of envelope below grade - Minimum as follows: as indicated on the Drawings.
- C. Concrete envelope - 3 inches minimum beyond surface of any conduit, minimum 2 inches between conduits. Top of ductbank shall be crowned to prevent puddling of water.
- D. Seal and Thru Wall Fittings - At entrances to buildings for watertight construction.
- E. Sweeps and bends - Minimum 25 foot radius (except at conduit risers) unless otherwise approved to accomplish changes in direction of runs either horizontally or vertically. Double offsets: Minimum 100 foot radius. Sweep bends may be made up of one or more curved or straight sections or combinations thereof. Manufactured bends shall have a minimum radius of 36 inches.
- F. Mandrel conduits - Mandrel 12 inch long, 1/4 inch less than conduit I.D. Draw a testing mandrel through each duct.
- G. Clean conduits - After mandrel, with stiff brush, leave no particles or debris. Immediately install end plugs after cleaning.
- H. Pull Line - Provide 100-pound-tested nylon pull line in all conduits, including spares. Provide 3 feet of slack at each end of conduit and tag.
- I. Stagger vertical conduit joints - minimum 6 inches. All joints shall have couplings installed.
- J. Reinforcing steel - Provide reinforcing steel the entire length of the duct system. Provide four #4 bars, one in each corner minimum, overlap the joints 12-inches, and tie them into the respective utility, vaults, and buildings, etc. Rebar shall not be installed less than 2-inches from sides of any duct.

3.3 EXCAVATION, BACKFILLING, COMPACTING AND SITE PREPARATION

- A. Provide all excavating and backfilling and site preparation necessary to install underground ductbanks, cables, etc., included in this section of the work. Excavation and backfill shall be performed in accordance with the requirements of Division 26 Section, "Common Work Results for Electrical".

- B. Install forms on sides of the ductbank if the trench is not of the proper firmness to prevent cave-in. Provide all required excavating, shoring, sheeting, bracing, and backfilling.
- C. The bottom of the trench shall be undisturbed earth. If the trench bottom is too low for proper grade, fill to the proper level with sand and mechanically compact it. Cut trenches neatly and uniformly.
- D. Each excavated section from manhole to manhole and from manhole to building shall be completely excavated and graded before any duct is laid in that section.
- E. Provide underground detectable warning tape 12-inches below finish grade over all ductbanks.
- F. Excavation and Backfill: Do not use heavy-duty, hydraulic-operated compaction equipment.
- G. After excavation of the trench, stakes shall be driven in the bottom of the trench at four-foot intervals to establish the grade and route of the duct bank.
- H. Pitch the trenches uniformly towards manholes or both ways from high points between manholes for the required duct line drainage. Avoid pitching ducts towards buildings wherever possible.
- I. The walls of the trench may be used to form the side walls of the duct bank provided that the soil is self-supporting and that concrete envelope can be poured without soil inclusions. Forms are required where the soil is not self-supporting.
- J. After the concrete-encased duct has sufficiently cured, the trench shall be backfilled to grade with earth.
- K. Restore surface features at areas disturbed by excavation, and reestablish original grades except as otherwise indicated. Replace removed sod as soon as possible after backfilling is completed. Restore all areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, or mulching.
- L. Restore disturbed paving.
- M. Remove pavements, sidewalks, curbs, and gutters where necessitated by construction of ducts.
- N. Place temporary bituminous pavement when required by the sequence of operations.
- O. On completion of distribution systems construction, replace pavements, sidewalks, curbs and gutters.
- P. Surplus earth from the trenches, after compacting, shall be removed and disposed of.

3.4 CUTTING AND PATCHING

- A. Provide all cutting and patching necessary for the installation of the electrical work. Any damage done to the work already in place by reason of this work shall be repaired expense by a qualified mechanic experienced in such work. Patching shall be uniform in appearance and shall match with the surrounding surface.
- B. Existing Obstructions: Where drawings indicate that underground conduits are to cross under existing roadways, walks or other similar paved areas, steel conduits will be driven under such areas in lieu of installing the conduits in trenches as specified above. After installation of conduit by either method, all existing paved or grass areas which have been disturbed in any way shall be restored to their original conditions. Where drawings indicate spare conduits under existing roadways, walks, and other similar paved areas, all ends of conduits shall be capped five feet beyond the pavement and adequately protected from mechanical damage. The ends of these conduits shall be marked by the placement of concrete monuments. Minimum size shall be 6 inches in diameter by 18 inches long set flush in ground with "S/C" indented in top to signify spare conduit.
- C. Conduit Protection at Penetrations: Galvanized conduits which penetrate concrete shall be PVC-coated and shall extend at least 2 inches within the concrete to the first coupling or fitting outside the concrete.
- D. Provide all cutting and patching necessary for the installation of the ductbank work. Any damage done to the work already in place by reason of this work shall be repaired at the Contractor's expense by a qualified mechanic experienced in such work. Patching shall be uniform in appearance and shall match with the surrounding surface.
- E. Patching shall be done in accordance with the requirements of Division 02 for the appropriate disturbed surface materials.
- F. Work with extreme care near existing ducts, conduits, cables, and other utilities to avoid damaging them.

3.5 PLACEMENT OF CONDUIT

- A. Within five (5) feet of each existing building wall or utility hole penetration, install heavy wall galvanized steel conduit within the concrete envelope to provide protection against vertical shearing.
- B. Core drill all existing walls and footings, and waterproof per Division 26 using an assembly of rubber links of mechanical seal of the proper size for the pipe and tighten in place, in accordance with the manufacturer's instruction, after the new conduit is installed.
- C. Install spacers as recommended by the conduit manufacturer and requirements stated above, but not to exceed a maximum of four feet on center for PVC conduit and eight feet on center for steel conduit. Bottom spacers shall rest on 8-inch x 16-inch x 2-inch

minimum concrete pads to prevent them from sinking into the ground and reducing the bottom concrete cover. Stagger conduit joints in concrete encasement 6 inches minimum horizontally.

1. Spacer assembly shall consist of base spacers, intermediate spacers, and top spacers to provide a completely enclosed and locked conduit assembly.
 2. Before placing concrete, anchor duct bank assemblies to prevent the assemblies from floating during concrete placement. Anchoring shall be done by driving reinforcing rods adjacent to every other duct spacer assembly and attaching the rod to the spacer assembly.
 3. Set on masonry leveling blocks prior to pour.
- D. Pitch conduit properly for drainage to manhole or pull box and to prevent low pockets or irregular dips between conduit ends. Minimum pitch to be 4 inches per 100 feet.
- E. Depending on encasement necessary for duct formation, place conduits on spacers. The minimum encasement thickness 1-1/2-inches on all sides.
- F. Lay conduits using spacers to provide tier spacing.
- G. Make tight conduit joints by complying with recommendations of conduit manufacturer, using coupling jointing compound or PVC primer and solvent cement. All joints in conduits and fittings shall be made up tight and shall be watertight. All threaded portions of steel conduits that are not to be encased in concrete and adjoining ends of conduits, couplings and fittings, shall be heavily coated with asphaltum after installation. All connections between conduits of different types shall be made in an approved manner, using adapters of other materials and methods recommended for the purpose by the conduit manufacturers.
- H. Provide not more than one 90-degree bend or equivalent between pull points for primary conduit.
- I. Provide flush bell ends on duct at buildings. When entering a new building the bell ends for PVC shall be a pre-manufactured system (system as manufactured by Formex or equal) with conduit seals and provisions for roughing into the concrete.
- J. Provide insulated, grounding bushings on duct ends in equipment enclosure.
- K. Plug or cap empty conduits. Provide standard manufactured plugs.
- L. Seal all spare ducts and conduits, at all new and existing building entrances and at outdoor terminations at equipment pedestals with a suitable compound to prevent the entrance of moisture and gases.

- M. After ducts are in place and before the concrete is poured, the installation shall be inspected by the Engineer. Notify the Engineer at least two days before the time of inspection.
- N. Clear conduit by rod and pull an approved test mandrel from structure to structure or from structure to the conduit termination.
- O. Leave nylon or polyester pull line in each conduit, tagged to identify the conduit's point of origin, contents and final destination.
- P. Conduit Couplings: Conduit couplings shall be staggered so that couplings on adjacent conduits will not lie in the same transverse plane. End bells shall be spaced approximately 9 inches center to center at face of manhole wall for 4-inch conduits and proportionately spaced for other sizes. The change from regular conduit spacing to end bell spacing shall start 10 feet from the face of the manhole wall and shall be made in such a way that the slope of any conduit will not be less than that of the main bank and no trap will be formed. New conduit entrances into existing manholes and building walls shall enter at the most desirable locations consistent with grading requirements and existing entrance and shall be waterproofed in a satisfactory manner.
- Q. Bends: Conduit generally shall be straight between manholes or upturned elbows. Where bends are unavoidable in non-metallic conduits, they may be made by assembling couplings at a slight angle, provided the watertight seals are not broken and the resulting radius is not less than 100 feet. For radii less than 100 feet, 5-degree angle couplings or 5-degree factory-made bend sections shall be used.
 - 1. Install top of duct bank minimum 30 inches below finished grade.
 - 2. Terminate conduit in end bell at manhole entries.
 - 3. Provide minimum 3-inch concrete cover at bottom, top, and sides of duct bank.
- R. Multiple conduit: Install multiple conduit as follows:
 - 1. Multiple conduit runs, direct burial or in duct bank, shall be supported on preformed, non-metallic separators. Spacing between exterior surfaces of conduits generally shall be not less than the following:
 - a. Two (2) inches between telephone conduit.
 - b. Two (2) inches between conduits containing cables operating at not over 600 volts.
 - c. Six (6) inches between a telephone conduit and any power conduit in the same envelope.
 - d. One and a half (1-1/2) inches between conduits containing cables operating at over 600 volts.
 - e. Spacing between separators shall be close enough to prevent sagging of conduits and breaking of couplings and watertight seals. Separators shall also be spaced to keep deformation of conduit at the separators to 0.10-

inch or less. Separators shall be secured with cords where necessary and no tie wires, reinforcing rods or other metallic materials shall be placed around the conduits, either individually or in groups, in such a manner as to form a magnetic loop.

2. Multiple conduit runs shall be arranged substantially as shown on the drawings, but minor changes in location or cross sectional arrangement shall be made as necessary to avoid obstructions. Where conduit runs cannot be installed substantially as shown because of conditions not discoverable prior to digging of trenches, the condition shall be referred for instructions before further work is done. All underground conduit work shall be coordinated with other outside service work. Existing outside services shall be maintained in operation unless directed otherwise.

3.6 CONCRETE WORK

- A. Unless otherwise indicated, all concrete work for electrical manholes, ductbanks, etc., shall be provided under this section of the work. All concrete work shall conform to the requirements as hereinbefore specified in Division 03 entitled Concrete. All concrete shall be minimum 3,000 psi test at 28 days. Concrete for ductwork shall be Class B, 470 lb. (5 sacks) of Portland cement per cubic yard.
- B. Supervise the placement of concrete in the ductbank.
- C. Complete entire section of conduit from utility pole to manhole to building before encasement by concrete. The entire conduit system shall be tied together with wire and anchored to the bottom of the trench to prevent any movement or floating while pouring concrete.
- D. Place concrete as specified in Section. Top of concrete envelopes shall be not less than 24 inches below grade.
- E. Provide minimum of 3-inches (76mm) of concrete cover over conduit at the top, bottom, and sides of the duct bank. Provide crowned top on the concrete to prevent water accumulation. At poured manholes, tie duct and manhole reinforcing steel together to provide a permanent connection.
- F. Place concrete continuously from utility to manhole to building without interruption.
- G. Extend concrete envelope to finish floor grade or interior wall surface in buildings at finish pad grade at equipment. Maintain moisture seal.
- H. Conduits in completed ductbanks shall be straight to within 1/4 inch per 100 feet in both vertical and horizontal directions.
- I. Pull solid mandrels and swabs (diameter 1/4 inch smaller than conduit) through each conduit in completed ductbank before installing cables.

- J. Concrete -Encased Nonmetallic Ducts: Support on plastic separators coordinated with duct size and required duct spacing, and install according to the following:
1. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, and secure separators to the earth and to ducts to prevent floating during concreting.
 - a. Do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups. Provide nonferrous tie wires to prevent displacement of the ducts during pouring of concrete.
 - b. Provide spacers staggered at least 6 inches vertically along the length of the duct run to eliminate the potential for a weak vertical shear plane in concrete encasements.
 - c. Provide a minimum of four spacers per 20-foot interval (5 feet maximum) along the length of the duct run.
 2. Concreting: Spade concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not use power-driven agitating equipment unless specifically designed for duct bank application. Pour each run of envelope between manholes or other terminations in one continuous operation. When more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (18mm) reinforcing rod dowels extending 18 inches (450 mm) into the concrete on both sides of joint near the corners of the envelope.
 3. Reinforcing: Provide reinforcing steel bars at the top and bottom of each concrete envelope as shown on Drawings and at the present and indicated future locations, including but not limited to the following:
 - a. Crossing fill or loose soil (4 feet beyond the exterior limits on each side).
 - b. Crossing other utilities (8 feet beyond the exterior limits on each side).
 - c. Entering buildings, manholes, vaults, etc. (20 feet beyond).
 - d. Crossing vehicle roadways and parking areas (underneath and 20 feet beyond the exterior limits on each side).
 - e. Rebar shall not be installed less than 2-inches from the sides of any duct.
 - f. Under all pavement (6 feet beyond edge of pavement).
 - g. Crossing soils and rock where the bottom of the trench is not undisturbed soil or the bearing is less than 3,000 psf, then the entire distance such conditions exist, plus 10 feet either side of these conditions.
 4. Forms: Use the walls of the trench to form the side walls of the duct bank where the soil is self-supporting and concrete envelope can be poured without soil inclusions. Otherwise, use forms.
 5. Minimum Clearances Between Ducts: Three inches (75 mm) between ducts and exterior envelope wall, 3 inches (75 mm) between ducts for like services, and 6 inches (150 mm) between power and signal ducts. Provide plastic spacers to maintain clearances.

6. Depth: Except as otherwise indicated, install top of duct bank at least 30 inches (750 mm) below finished grade in nontraffic areas for 600 volts and below. Install at least 36 inches (900 mm) below finished grade in vehicular traffic areas for 600 volts and above.
- K. Partial Pouring: Each run of envelope between manholes shall be poured in one continuous operation. Where more than one pour is necessary, each pour shall terminate in a vertical plane, and 3/4-inch reinforcing rod dowel extending 18 inches into the concrete on each side of the joint shall be provided. The number and locations of dowels shall be as approved. Partial pours shall not terminate in horizontal or angular planes.
- L. Extensive Disturbed Earth: Where an envelope is installed over an extensive area of disturbed earth, such as that within the periphery of the building, a separate 3,000 psi concrete base, satisfactory, shall be provided to ensure stability of the conduits during installation. The base shall be allowed to set before the conduit bank is installed.
- M. Obstructions Below Grade: Where an envelope is installed over disturbed earth, across other conduits or pipe lines or under roads or driveways, it shall be reinforced. Reinforcement shall also be provided where envelopes connect to manhole and building walls, to prevent shearing of the joints. Where envelopes are terminated for future extension, dowels shall be provided as specified above for joints between pours. Reinforcement, generally, shall consist of 3/4-inch rods located in a single layer 1-1/2 inches above the bottom of the envelope. Outside rods shall be located 1-1/2 inches in from the outside edges of the envelopes and an intermediate rod shall be placed in the center of each space between conduits in the lowest row. Provide No. 4 steel reinforcing bars in top of envelope under paved areas. Additional reinforcement shall be furnished as directed following an inspection of the trench.
- N. Stub-Ups: Use rigid steel conduit for stub-ups to equipment. For equipment mounted on outdoor concrete pads, extend steel conduit a minimum of 5 feet (1.5m) from the edge of the pad and 5 feet outside of the building foundation. Install insulated grounding bushings on the terminations. Couple steel conduits to the ducts with adapters designed for the purpose and then encase coupling with 3 inches (75 mm) of concrete. Provide insulated grounding bushings on the terminations.
- O. Above-Grade Conduit:
 1. All exposed conduit rising more than one foot (1') above the adjacent grade shall be rigid steel conduit, full weight, pipe size, finished inside and outside by a hot-dipped galvanized method. Conduit shall have threaded-type couplings and fittings with insulated end bushing. Rigid steel conduit shall extend a minimum of eighteen inches (18-inches) below grade before transition to PVC conduit.
 2. Provide galvanized or cadmium-plated nails, screws, clips, or other means of securely anchoring conduit to buildings or other structures as required for a complete installation. Adequate provisions shall be taken to prevent dielectric action between dissimilar metals.

- P. Sealing: Provide temporary closure at terminations of ducts that are wired under this project. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15 psi (1.03 Mpa) hydrostatic pressure.
- Q. Building Entrances: Transition from underground duct to conduit 10 feet (3m) minimum outside the building wall. Use fittings manufactured for the purpose. Follow appropriate installation instructions below.
 - 1. Concrete-Encased Ducts: Install reinforcing in ductbanks passing through disturbed earth near buildings and other excavations. Coordinate ductbank with structural design to support ductbank at wall without reducing structural or watertight integrity of building wall.
 - 2. Waterproofed Wall and Floor Entrances: Install a watertight entrance-sealing device with the sealing gland assembly on the inside. Anchor device into masonry construction with 1 or more integral flanges. Secure membrane waterproofing of the device to make permanently watertight.
- R. Mandrelling: After concrete envelopes have set, all conduits shall be mandrelled to ensure smooth interior surfaces free from burrs or obstructions that might damage the conductor Insulation or sheaths.

3.7 CONDUIT AND DUCT INSTALLATION

- A. Install nonmetallic conduit and duct as indicated according to Manufacturer's written instructions.
- B. Slope: Pitch ducts a minimum of 4 inches per 100 feet (1:300) to drain toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two (2) manholes to drain in both directions. Trenches shall be evenly graded so that conduits will have a uniform rate of fall of not less than 3 inches per 100 feet and will be free from either horizontal or vertical waves. Unless otherwise specified, each conduit shall slope uniformly from one manhole to the next or from a high point between manholes. Low points between manholes or between upturned elbows, shall be avoided wherever possible. Where it is not possible to avoid a trap or low point in a conduit which has no concrete envelope, provide a 1/2-inch hole drilled in the bottom of the conduit at the low point and a crushed stone sump of suitable volume below the conduit. If possible, install the sump above the high water table elevation for the particular location. Otherwise, provide special means to prevent the accumulation of water within the conduit.
- C. Curves and Bends: Use manufactured elbows for stub-ups at equipment and at building entrances. Use manufactured long sweep bends with a minimum radius of 50 feet (15 m) both horizontally and vertically at other locations.
- D. Make joints in ducts and fittings watertight according to manufacturer's instructions. Stagger couplings so those of adjacent ducts do not lie in the same plane.

- E. Installation of warning tapes: After lacing a minimum of 12 –inches or a maximum of 18 inches of backfill over the ducts, place the appropriate warning tapes above and parallel to the centerline of the duct for the entire length of the duct trench.
- F. Provide pull rope and measuring tape shall be installed at the time the mandrel is pulled through each conduit. Record the wall-to-wall measurements and the size of mandrel used at this time. Provide this documentation to the Project Engineer on the following working day. After acceptance of these documents, the Contractor shall remove the measuring tape, leaving only the pull rope in the conduits.
- G. All work and materials covered by these Specifications shall be subject to inspection at times by the Owner's designated representative. Any work concealed before it has been inspected by the Owner's designated representative shall be re-opened or uncovered and any required modification made to that portion of the work. All trenches shall be opened from manhole to manhole or manhole to building prior to laying conduit in that trench. Exceptions (such as street crossings) will be approved prior to excavation on a case-by-case basis by the Owner at a regular project meeting. These sites shall be inspected by the Owner's representative during excavation, installation, backfill, restoration, and cleanup.
- H. Separation distance from other buried utilities as follows:
 - 1. Insulated Steam: 24-inches.
 - 2. Un-insulated Steam: 48-inches.
 - 3. All others: 18-inches.

3.8 DIRECT BURIED CONDUIT

- A. Provide where indicated direct-buried electrical circuits utilizing either PVC Schedule 40 or PVC-coated rigid galvanized steel conduit, as indicated. Conduit shall be as specified in Division 26 Section, "Raceways and Boxes". Burial depth shall be as follows:
 - 1. Below paved roads (PVC and RGS): 30-inches below bottom of paving.
 - 2. Under non-vehicle concrete (PVC and RGS): 24-inches below bottom of paving.
 - 3. Other areas (PVC): 24-inches.
 - 4. Other areas (RGS): 24-inches.
- B. Minimum separation from other utilities shall be the same as for ductbanks, specified previously in this Section.

- C. Where feasible, and where indicated, install direct-buried lines parallel, but separated from other utility lines. Group several direct-buried conduits in a common trench where running in the same direction, or to/from the same source. All direct-buried conduits shall have yellow plastic warning tape buried midway between the conduit and finished grade. Tape shall be the same as used for ductbanks.
- D. Where direct-buried conduits penetrate walls or floor slabs, seal all spaces around conduit and fittings. Provide through-wall fittings on all wall penetrations.
- E. Where an underground conduit, without a concrete envelope, enters the building through a non-waterproofed wall or floor, provide a sleeve made of Schedule 40 galvanized pipe. The space between the conduit and the sleeve shall be filled with a suitable plastic expansible compound or an oakum and lead joint on each side of the wall or floor in such a manner as to prevent entrance of moisture. A watertight entrance sealing device hereinbefore specified will be acceptable in lieu of the sleeve.

3.9 RECORD DOCUMENTS

- A. Provide record set data of the actual elevation of the top of each end of each raceway or ductbank at the midpoint, at no more than 100 foot intervals, where changes in elevation are less than 2 feet between data points, or 10 foot intervals when the elevation between intervals is different by 2 feet or more between data points.
- B. Provide record drawings indicating actual locations of all installed ductbanks and manholes including elevations. The record drawing shall indicate location, elevation, and type of service for all utilities crossed by new ductbank.
- C. Cable Records: The Contractor shall provide a complete listing of all cables installed in each conduit and ductbank, along with all cable splice locations.

3.10 FIELD QUALITY CONTROL

- A. Field inspection and testing shall be performed under provisions of Division 26 Section 260500, Common Work Results for Electrical in the presence of the Engineer.
- B. Backfilling shall not be done until the concrete has cured for at least three calendar days.
- C. Exposed surfaces of concrete shall be kept wet (damp) throughout the curing period.
- D. Upon completion of the duct bank installation, a standard flexible mandrel shall be pulled through each duct to loosen particles of earth, sand, or foreign material left in the line. The mandrel shall be not less than 12 inches long, and shall have a diameter 1/4-inch less than the inside diameter of the duct. A brush with stiff bristles shall then be pulled through each duct to remove the loosened particles. The diameter of the brush shall be the same as, or slightly larger than, the diameter of the duct.

- E. Seal the ducts and conduits at building entrances, and at outdoor terminations for equipment, with a suitable non-hardening compound to prevent the entrance of moisture and gases.

END OF UNDERGROUND DUCTBANKS

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DIVISION 26 SECTION 26 05 53
ELECTRICAL IDENTIFICATION
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SECTION 26 05 53 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes electrical identification materials and devices required to comply with ANSI C2, NFPA 70, OSHA standards, and authorities having jurisdiction.
- B. This section includes labeling of all terminations and related subsystems; including, but not limited to, nameplates, stenciling, wire and cable markers, labeling and identification of cables, equipment and other products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Schedule of Nomenclature: An index of electrical equipment and system components used in identification signs and labels. Provide a schedule of nameplates and stenciling.
- C. Samples: Prior to installation, submit samples for each type of label and sign to illustrate color, lettering style, and graphic features of identification products. These samples shall include examples of the lettering to be used. Samples shall be mounted on 8-1/2-inch x 11-inch sheets annotated, explaining their proposed use.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with ANSI A13.1 and NFPA 70 for color-coding.
- D. Comply with applicable EIA/TIA Standards.
- E. Comply with OSHA Standards.

1.5 DEFINITIONS

- A. Emergency systems include, but are not limited to, generator circuits and systems, fire alarm systems, exit sign circuits, emergency lighting circuits, etc.

PART 2 - PRODUCTS

2.1 RACEWAY AND CABLE LABELS

- A. Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
 - 1. Color: Black letters on orange field.
 - 2. Legend: Indicates voltage and service.
- B. Adhesive Labels: Preprinted, flexible, self-adhesive vinyl with legend, overlaminated with a clear, weather- and chemical-resistant coating.
- C. Pretensioned, Wraparound Plastic Sleeves: Flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the line it identifies and arranged to stay in place by pretensioned gripping action when placed in position.
- D. Colored Adhesive Tape: Self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide (0.08 mm thick by 25 to 51 mm wide), in appropriate colors for system voltage and phase.
- E. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.
- F. Aluminum, Wraparound Marker Bands: Bands cut from 0.014-inch- (0.4-mm-) thick aluminum sheet, with stamped or embossed legend, and fitted with slots or ears for permanently securing around wire or cable jacket or around groups of conductors.
- G. Plasticized Card-Stock Tags: Vinyl cloth with preprinted and field-printed legends. Orange background, unless otherwise indicated, with eyelet for fastener.
- H. Aluminum-Faced, Card-Stock Tags: Weather-resistant, 18-point minimum card stock faced on both sides with embossable aluminum sheet, 0.002 inch (0.05 mm) thick, laminated with moisture-resistant acrylic adhesive, punched for fasteners, and preprinted with legends to suit each application.
- I. Brass or Aluminum Tags: 2 by 2 by 0.05-inch (51 by 51 by 1.3-mm) metal tags with stamped legend, punched for fastener.

2.2 NAMEPLATES AND SIGNS

- A. Safety Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145.
- B. Engraved Plastic Nameplates and Signs: Engraving stock, melamine 3-layer plastic laminate, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. in. (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes. Use colors prescribed by ANSI A13.1, NFPA 70 and these specifications.
 - 1. Engraved legend with white letters on black background.
 - 2. Emergency system nameplates shall have an engraved legend with white letters on red background, or as required by the local authority having jurisdiction.
- C. Baked-Enamel Signs for Interior Use: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for the application. 1/4-inch (6.4-mm) grommets in corners for mounting. Backed with adhesive material formulated for the type of surface and intended use.
- D. Exterior, Metal-Backed, Butyrate Signs: Weather-resistant, non-fading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for the application. 1/4-inch (6.4-mm) grommets in corners for mounting.
- E. Fasteners for Nameplates and Signs: Self-tapping, stainless-steel screws or No. 10/32, stainless-steel machine screws with nuts and flat and lock washers.

2.3 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking, Type 6/6 nylon cable ties.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength: 50 lb (22.3 kg) minimum.
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: According to color-coding.
- B. Paint: Formulated for the type of surface and intended use.
 - 1. Primer for Galvanized Metal: Single-component acrylic formulated for galvanized surfaces.

2. Primer for Concrete Masonry Units: Heavy-duty-resin block filler.
3. Primer for Concrete: Clear, alkali-resistant, binder-type sealer.
4. Enamel: Silicone-alkyd or alkyd urethane as recommended by primer manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Where mixed voltages are used in one building (e.g., 11,847 volts, 480 volts, 208 volts), each switch, switchboard, junction box, equipment, etc., on each system must be labeled for voltage in addition to other requirements listed herein.
2. All branch circuit panelboards must be identified with the same designation used in the circuit directory in the Main Switchboard, and in Distribution Panelboards.
3. Before attaching labels, clean all surfaces with the label manufacturer's recommended cleaning agent.
4. Install all labels firmly, as recommended by the label manufacturer.
5. Labels attached to receptacle and switch faceplates shall be installed plumb and neatly on all equipment.
6. Install nameplates parallel to equipment lines.
7. Secure nameplates to equipment fronts using screws or rivets. Secure nameplate to inside of recessed panelboards in finished locations.
8. Embossed tape will not be permitted for any application.
9. Labels: All labels shall be permanent and be machine-generated. NO HANDWRITTEN OR NON-PERMANENT LABELS SHALL BE ALLOWED.
10. Label size shall be appropriate for the conductor and cable size(s) and outlet faceplate layout. All labels to be used shall be self-laminating, white/transparent vinyl and be wrapped around the cable sheath. Flag type labels are not allowed. The labels shall be of adequate size to accommodate the circumference of the cable being labeled and properly self-laminated over the full extent of the printed area of the label.

B. Panelboard Directories:

1. Panelboards shall be equipped with equipment nameplates as specified in paragraph "Equipment Identifications Labels" in Part 3 of this Section.
2. Panelboards shall have an accurate typed index indicating exactly what each added branch serves.
3. The Contractor shall provide up to date directories in new and existing panelboards, indicating all deletions and additions, and to note the date of all changes on the directory.
4. The directory shall reflect the exact circuit designations. Directories indicating the reference room numbers on the contract drawings or in the panelboard schedule shall not be acceptable.
5. If at anytime after occupancy the directory is found to be incorrect due to negligence by the installer, then the Contractor shall trace out circuits, and correct the directory at no additional cost to the Owner.

C. Miscellaneous Identification:

1. Individual circuit breakers, switches, and motor starters in panelboards and switchboards, and in motor control centers: 1/4-inch (6 mm); identify circuit and load served, including location.
2. Individual circuit breakers, enclosed switches, and motor starters: 1/4-inch (6 mm); identify load served.
3. Junction boxes: 1/2-inch (13 mm); identify system source(s) and load(s) served.

D. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

E. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.

F. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.

G. Self-Adhesive Identification Products: Clean surfaces before applying.

H. Install painted identification according to manufacturer's written instructions and as follows:

1. Clean surfaces of dust, loose material, and oily films before painting.
2. Prime surfaces using type of primer specified for surface.

3. Apply one intermediate and one finish coat of enamel.
- I. Color Code Banding and Painting of Raceways, Boxes, and Cables: Band all exposed and concealed accessible raceways, pull boxes, and junction boxes of the systems listed below:
1. Bands: Pre-tensioned, wraparound plastic sleeves; colored adhesive tape; or a combination of both. Make each color band **2 inches (51 mm)** wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.
 2. Band Locations: At changes in direction, at penetrations of walls and floors, at **50-foot (15-m)** maximum intervals in straight runs, and at **25-foot (7.6-m)** maximum intervals in congested areas.
 3. Junction boxes, pull boxes, and their covers shall be distinctively painted to identify their service.
 4. Apply the following colors to the systems listed below:
 - a. Fire Alarm System: Red.
 - b. Fire-Suppression Supervisory and Control System: Red and yellow.
 - c. Combined Fire Alarm and Security System: Red and blue.
 - d. Security System: Blue.
 - e. CCTV System: Green and yellow.
 - f. Mechanical and Electrical Supervisory System: Green and blue.
 - g. Telecommunication System: Green.
 - h. CATV System: Violet.
 - i. Computer Data: Blue.
 - j. 120/208 V (or 120/240 V) Power and Lighting System: Yellow.
 - k. 480/277 V Power and Lighting System: Black.
 - l. Standby/Emergency Power System: Orange.
 - m. Any other system, with system type (such as Sound System) marked on covers in black letters with white covers.
- J. Caution Labels for Indoor Boxes and Enclosures for Power and Lighting: Install pressure-sensitive, self-adhesive labels identifying system voltage with black letters on orange background. Install on exterior of door or cover. Install label on inside face of door or cover in finished spaces.
- K. Circuit Identification Labels on Boxes: Install labels externally.
1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.
 2. Concealed Boxes: Plasticized card-stock tags.
 3. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.

- L. Paths of Underground Electrical Lines: During trench backfilling, for exterior underground power, control, signal, and communication lines, install continuous underground line warning tape located directly above line at 12 inches (150 to 200 mm) below finished grade. Where width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches (400 mm) overall, use a single line marker. Install line marker for underground wiring, both direct-buried cables and cables in raceway.
- M. Secondary Service, Feeder, and Branch-Circuit Conductors: Color-code throughout the secondary electrical system. Refer to Division 26 Section 260519, *Conductors and Cables* for additional requirements.
- N. Power-Circuit and Control Wire Identification: Metal tags or aluminum, wraparound marker bands for each conductor, cables, feeders, and power circuits in vaults, panelboard gutters, outlet boxes, junction boxes, pullboxes, junction boxes, manholes, switchboard rooms, and at load connections. Identify with branch circuit or feeder number for power and lighting circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.
 - 1. Legend: 1/4-inch- (6.4-mm-) steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.
 - 2. Tag Fasteners: Nylon cable ties.
 - 3. Band Fasteners: Integral ears.
- O. Apply identification to conductors as follows:
 - 1. Conductors to be Extended in the Future: Indicate source and circuit numbers.
 - 2. Multiple Power or Lighting Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color-coding to identify circuits' voltage and phase.
 - 3. Multiple Control and Communication Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color-coding, or cable marking tape.
- P. Apply warning, caution, and instruction signs as follows:
 - 1. Warnings, Cautions, and Instructions: Install to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

2. Emergency Operation: Install engraved laminated signs with white legend on red background with minimum **3/8-inch- (9-mm-)** high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.
- Q. Equipment Identification Labels: Engraved plastic laminate with white lettering on black background. Install on each unit of equipment, including central or master unit of each system. This includes power, lighting, communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Unless otherwise noted, labels/nameplates shall identify equipment designation(s), voltage rating, and source (including source locations). Labels for disconnect switches, motor starters, etc..., shall indicate the designation of the load served as the "equipment designation". In general, labels requiring one or two lines of text shall be 1-1/2 inches high. Labels requiring three lines of text shall be 2 inches high. The first line of text, which shall indicate equipment designation/load served, shall utilize 1/2 inch high lettering. Remaining lines of text, which shall indicate voltage ratings and source information shall utilize 1/4 inch high lettering. Refer to the Drawings for labeling examples. Apply labels to each unit of the following categories of equipment using mechanical fasteners:
1. Panelboards.
 2. Switchboards.
 3. Transformers.
 4. Disconnect Switches.
 5. Enclosed Circuit Breakers.
 6. Motor Starters.
 7. Push-Button Stations.
 8. Contactors.
 9. Electrical Cabinets and Enclosures.
 10. Control Devices.
 11. Fire Alarm Master Station or Control Panel.
 12. Security-Monitoring Master Station or Control Panel.
 13. Access Doors and Panels for Concealed Electrical Items.
- R. Conduits Containing Electrical Feeders:
1. All conduits containing electrical feeders shall be identified with W.H. Brady B-500 vinyl cloth pipe markers or equivalent. Systems shall be identified as follows:

- a. Labels shall be applied whenever a conduit enters or leaves a switchboard, panelboard, or a junction or pull box, and at each side of penetrations of walls or floors.
 - b. Apply Y-35 series individual numbers and letters to indicate feeder number followed by feeder voltage.
 - c. At each end of the above series of markers provide a pipe banding tape around the conduit. Refer to paragraph "Color Code Banding and Painting of Section 260533, Raceways, Boxes, and Cables, in part 3 of this Section for banding requirements.
- S. Communication Conduit and Cables:
 1. Cables shall be identified with Brady B-500 vinyl cloth markers or equivalent by L.E.M., Stranco, or Panduit wire markers. Conduit shall be identified with Brady Vinyl Cloth B-500 pipe markers or equivalent. Systems shall be identified as follows:
 - a. Each cable shall be identified at each point of entrance to or exit from a conduit or enclosure and at 50-foot intervals in the tray. All identification at 50-foot intervals shall be at the same location in the tray. Each cable shall be identified at control panels, junction boxes, and terminal boards.
 - b. Conduit shall be identified exiting an enclosure or panel at junction or pull boxes, and at each side of penetrations of walls, partitions, or floors, within 1-foot of penetration, to identify service type, i.e. "TELEPHONE", "DATA", "CATV", etc...
- T. Fire Alarm: Junction box covers shall be painted red and labeled "Fire Alarm" per NFPA 72. Wiring color code shall be as follows:
 1. Red - Smoke Detector - Common.
 2. Black - Smoke Detector - Power.
 3. Yellow - Smoke Detector - Alarm.
 4. Orange - Heat Detector - Alarm.
 5. Pink - Flow Switch.
 6. Tan - Valve Tamper Switch.
 7. Purple - Bells.
 8. Grey - Audio/Visual Devices.
 9. Light Blue - nual Stations.

- U. Provide NEC, ANSI, and OSHA-approved *DANGER - HIGH VOLTAGE* warning signs on all doors of dedicated electrical rooms or closets. Where doors are located in finished areas, locate sign on the inside of the door. Coordinate mounting requirements with the Engineer. Minimum sign dimension shall be 15-inch x 11-inch.
- V. Surfaces shall be cleaned and painted, if specified, before applying markings.
- W. Place markings so that they are visible from the floor.
- X. Protect finished identification to ensure that markings are clear and legible when project is turned over to the Owner.

END OF ELECTRICAL IDENTIFICATION

DIVISION 26 SECTION 26 51 00
LIGHTING
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SECTION 26 51 00 - LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Interior lighting fixtures, lamps, and drivers.
- 2. Emergency lighting units.
- 3. Exit signs.
- 4. Lighting fixture supports.
- 5. Exterior building mounted fixtures.

B. Related Sections:

- 1. Division 26 Section 260923, Lighting Control Devices for automatic control of lighting, including time switches, photoelectric relays, multipole lighting relays and contactors.
- 2. Division 26 Section 262726, *Wiring Devices* for snap switches and wall switches.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color-rendering index.
- C. LED: Light-emitting diode.
- D. LER: Luminaire efficacy rating.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting fixture, including ballast housing if provided.
- G. THD: Total harmonic distortion.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of lighting fixture including dimensions.
 - 2. Emergency lighting units including battery and charger.
 - 3. Driver, THD, input power, input voltage, power factor, connector type, starting temperature.
 - 4. Energy-efficiency data.
 - 5. Life, output (delivered lumens) CCT, and CRI color rendition fidelity (Rf) and gamut (Rg) per IES TM-30.
 - 6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
 - a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Wiring Diagrams: For power, signal, and control wiring.
- C. Samples: For each lighting fixture indicated in the Interior Lighting Fixture Schedule. Each Sample shall include the following:
 - 1. Lamps and ballasts, installed.
 - 2. Cords and plugs.
 - 3. Pendant support system.
- D. Installation instructions.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.
- B. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, from manufacturer.
- C. Field quality-control reports.
- D. Warranty: Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Plastic Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 3. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.
 - 4. LED Modules (light engine and driver): Furnish at least (1) of each type.

1.8 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NFPA 70.
- D. FM Global Compliance: Lighting fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

1.9 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.10 WARRANTY

- A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
 - 2. Warranty Period for d Self-Powered Exit Sign Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.
- B. Special Warranty for Drivers: Manufacturer's standard form in which driver manufacturer agrees to repair or replace drivers that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Electronic Drivers: Ten years from date of Substantial Completion.
 - 2. Special Warranty for LED luminaires: Manufacturer's standard form, made out to Owner and signed by lamp manufacturer agreeing to replace LED modules and drivers that fail in materials or workmanship, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 3. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In Interior Lighting Fixture Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection.
 - 1. Basis of Design Product: The design of each item of luminaire and its support is based on the first product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- C. Metal Parts: Free of burrs and sharp corners and edges.
- D. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- E. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- F. Diffusers and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
 - b. UV stabilized.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
- G. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp and ballast characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. CCT and CRI for all luminaires.

2.3 LED LUMINAIRES

- A. A LED luminaire consists of LED light engine and driver, heat-sink, fixture housing, and optic assembly where applicable.
 1. Temperature: Minimum starting temperature of -30 deg C (-22 deg F), minimum 40 deg C (104 deg F) ambient temperature rating.
 2. Life and Lumen Maintenance: Plus 50,000 hours rated life at greater than 70% lumen maintenance.
 3. CRI and CCT: 3500 deg K (+/- 275 K) CCT and greater than 80 CRI.
 4. Transient Voltage Protection: Rated to withstand 2.5 kV of transient line surge.
 5. Photometric Data and Test Reports: Comply with IESNA LM-79-08, IESNA LM-80-08, and ANSI C78.377-08.
 6. Radio Frequency Interference: Comply with CAP 106B Telecommunications (Control of Interference) Regulations.
 7. Luminaires and components thereof shall comply with UL 8750 Standard of Safety.
 8. Five-year warranty on luminaire including LED light engine and driver.
 9. Power Factor: 90 percent minimum.
 10. Total Harmonic Distortion Rating: Less than 20 percent.
 11. RoHS compliant.
 12. Sound Rating: Class A.
 13. Overload, short circuit, and thermal protection.
 14. LED luminaires must be listed with the Design Lights Consortium or Energy Star Qualified Products list.
 15. Comply with UL 1598-08 NMX-J-307/1-ANCE/C22.2 NO.250.0-08, *Luminaires, LEDs*.

2.4 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Division 26 Section 260529, *Hangers and Supports for Electrical Systems* for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch (13-mm) steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage (2.68 mm).
- F. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Comply with NECA/IESNA 500-2006 "Standard for Installing Indoor Commercial Lighting systems" for all interior fixtures.
- B. Comply with NECA/IESNA 501-2006 "Standard for Installing Exterior Lighting Systems" for all exterior fixtures.

3.2 INSTALLATION

- A. Lighting fixtures:
 - 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
 - 2. Install lamps in each luminaire.

- B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.
- C. Remote Mounting of Drivers: Distance between the driver and fixture shall not exceed that recommended by driver manufacturer. Verify, with driver manufacturers, maximum distance between driver and luminaire.
- D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 - 1. Install ceiling Solid #12AWG safety wires, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners.
 - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.
 - 4. Install at least one independent support wire from structure to a tab on lighting fixture. Wire shall have breaking strength of the weight of fixture at a safety factor of 3.
- E. Suspended Lighting Fixture Support:
 - 1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
 - 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.
- F. Connect wiring according to Division 26 Section 260519, *Low-Voltage Electrical Power Conductors and Cables*.

3.3 IDENTIFICATION

- A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Division 26 Section 260553, *Electrical Identification*.

3.4 FIELD QUALITY CONTROL

- A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.
- B. Verify that self-luminous exit signs are installed according to their listing and the requirements in NFPA 101.
- C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.5 STARTUP SERVICE

- A. Burn-in all LEDs that require specific aging period to operate properly, prior to occupancy by Owner.

3.6 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting aimable luminaires to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose. Some of this work may be required after dark.
 - 1. Adjust aimable luminaires in the presence of Architect.

END OF LIGHTING

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SECTION 22 11 13

FACILITY WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Artesian Water Company (ARTW) Standard Specifications.

1.2 SUMMARY

- A. This Section includes water-distribution piping and related components outside the building for water service, fire-service mains and combined water service and fire-service mains.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with requirements of ARTW. Include tapping of water mains and backflow prevention.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:
 - 1. Ensure that valves are dry and internally protected against rust and corrosion.
 - 2. Protect valves against damage to threaded ends and flange faces.
 - 3. Set valves in best position for handling. Set valves closed to prevent rattling.
- B. During Storage: Use precautions for valves, including fire hydrants, according to the following:

1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
 2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- C. Handling: Use sling to handle valves and fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.
- D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.
- 1.6 PROJECT CONDITIONS
1. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner.
- 1.7 COORDINATION
- A. Coordinate connection to water main with owner/ARTW.

PART 2 - PRODUCTS

2.1 WATER PIPING

- A. All water piping and joints shall be as shown on the plans and in accordance with the ARTW Standard Specifications.

2.2 GATE VALVES

- A. All gates are in accordance with the ARTW Standard Specifications.

2.3 GATE VALVE ACCESSORIES AND SPECIALTIES

- A. Tapping-Sleeve Assemblies are in accordance with the ARTW Standard Specifications.
- a. Valve Boxes are in accordance with the ARTW Standard Specifications.

2.4 FIRE HYDRANTS

- A. All fire hydrants shall be in accordance with ARTW Standard Specifications.

2.5 FIRE DEPARTMENT CONNECTIONS

- A. Fire Department Connections shall be shown on the plans and in accordance with the ARTW Standard Specifications.:

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Division 31 Section "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING INSTALLATION

- A. Water-Main Connection shall be in accordance with the ARTW Standard Specifications.

3.3 JOINT CONSTRUCTION

- A. Make pipe joints in accordance with the ARTW Standard Specifications.

3.4 VALVE INSTALLATION

- A. Install valves in accordance with the ARTW Standard Specifications.

3.5 FIRE HYDRANT INSTALLATION

- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position in accordance with the ARTW Standard Specifications..

3.6 FIRE DEPARTMENT CONNECTION INSTALLATION

- A. Install in accordance with manufacture's recommendations and as shown on the plans..
- B. Install protective pipe bollards on two sides of each fire department connection. Pipe bollards are in accordance with the State of Delaware Fire Marshal requirements.

3.7 CONNECTIONS

- A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect water-distribution piping to existing water main as shown on the plans.

3.8 FIELD QUALITY CONTROL

- A. Piping Tests: Conduct piping tests before joints are covered and after concrete thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water. Test in accordance with the ARTW Standard Specifications.

3.9 IDENTIFICATION

- A. Install continuous underground warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping. Underground warning tapes are specified in Division 31 Section "Earth Moving."

3.10 CLEANING

- A. Clean and disinfect water-distribution piping in accordance with the ARTW Standard Specifications.

END OF SECTION 22 11 13

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for all aspects of construction shown on the plans.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete walks pavements.
5. Subbase course and base course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.
8. Excavating well hole to accommodate elevator-cylinder assembly.

B. Related Sections:

1. Division 01 Section "Construction Progress Documentation" for recording pre-excavation and earth moving progress.
2. Division 01 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.
3. Division 03 Section "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
4. Division 14 Section "Hydraulic Elevators" and "Hydraulic Freight Elevators" for excavating well hole to accommodate elevator-cylinder assembly.
5. Divisions 21, 22, 23, 26, 27, 28, and 33 Sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.
6. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
7. Division 31 Section "Dewatering" for lowering and disposing of ground water during construction.

8. Division 31 Section "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
9. Division 31 Section "Drilled Concrete Piers and Shafts" for excavation of shafts and disposal of surplus excavated material.
10. Division 32 Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
11. Division 32 Section "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.
12. Division 33 Section "Sub-drainage".

- C. Delaware Department of Transportation (DelDOT) Standard Specifications.
- D. Delaware Department of Natural Resources and Environmental Control (DNREC) Sediment and Erosion Control Handbook.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- G. Fill: Soil materials used to raise existing grades.

1.4 SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 1. Geotextiles.
 2. Controlled low-strength material, including design mixture.
 3. Base Course aggregate
 4. Drainage Course aggregate.

1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify Miss Utility (1-800-282-8555) for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 31 Section "Site Clearing are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- 1. All on-site borrow, subbase material, base course and drainage course shall be as shown on the plans and in accordance with the DelDOT Standard Specifications.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters meeting Mirafi 140N or approved equal.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters meeting Mirafi 600X or approved equal.

2.3 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.
6. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. All excavation shall be as shown on the plans and in accordance with the DelDOT Standard Specifications and the DNREC Sediment and Erosion Control Handbook.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 - 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

3.8 SUBGRADE INSPECTION

- A. Notify Architect/Engineer/Construction Manager when excavations have reached required subgrade.
- B. If Architect/Engineer/Construction Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly as shown on the plans and in accordance with the DelDOT Specifications.

3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section Cast-in-Place Concrete.
- D. Backfill voids with satisfactory soil while removing shoring and bracing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.13 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place and compact fill as shown on the plans and in accordance with the DelDOT Standard Specifications.

3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.17 SUBSURFACE DRAINAGE

- A. Sub-drainage Pipe: Specified in Division 33 Section "Sub-drainage."
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade.

3.18 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place as shown on the plans and in accordance with the DelDOT Standard Specifications.

3.19 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.

3.20 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

3.21 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Cold milling of existing hot-mix asphalt pavement.
 - 2. Hot-mix asphalt patching.
 - 3. Hot-mix asphalt paving.
 - 4. Hot-mix asphalt paving overlay.
 - 5. Pavement-marking paint.

- B. Related Sections:

- 1. Division 02 Section "Structure Demolition" for demolition, removal, and recycling of existing asphalt pavements, and for geotextiles that are not embedded within courses of asphalt paving.
 - 2. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.
 - 3. Division 32 Sections for other paving installed as part of crosswalks in asphalt pavement areas.
 - 4. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants and fillers at paving terminations.

- C. Delaware Department of Transportation (DelDOT) Standard Specifications.

- D. Delaware Department of Natural Resources and Environmental Control (DNREC) Erosion and Sediment Control Handbook.

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: See DelDOT Standard Specifications.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 1. Job-Mix Designs: For each job mix proposed for the Work.
- B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Material Certificates: For each paving material, from manufacturer.
- D. Material Test Reports: For each paving material.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by DelDOT.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of DelDOT for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.
- D. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review condition of subgrade and preparatory work.
 - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
 - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: See DelDOT Standard Specifications
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: All aggregates for asphalt paving are in accordance with the DelDOT Standard Specifications.

2.2 ASPHALT MATERIALS

- A. All asphalt materials are in accordance with the DelDOT Standard Specifications.
- B.

2.3 AUXILIARY MATERIALS

- A. Paving Geotextile: AASHTO M 288, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
- B. Joint Sealant: Per the DelDOT Standard Specifications.
- C. Pavement-Marking Paint: As shown on the project plans and in accordance with the DelDOT Standard Specifications.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by DelDOT and in accordance with the DelDOT Standard Specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.
- D. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of imprinted asphalt.

3.2 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
1. Mill to a depth of 2 inches.
 2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
 3. Control rate of milling to prevent tearing of existing asphalt course.
 4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
 5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
 6. Transport milled hot-mix asphalt to asphalt recycling facility.
 7. Keep milled pavement surface free of loose material and dust.

3.3 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving in accordance with the DelDOT Standard Specifications.
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

- B. Prime Coat: In accordance with the DelDOT Standard Specifications.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement in accordance with the DelDOT Standard Specifications.

3.5 PAVING GEOTEXTILE INSTALLATION

- A. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
 - 1. Protect paving geotextile from traffic and other damage and place hot-mix asphalt paving overlay the same day.

3.6 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted in accordance with the DelDOT Standard Specifications.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time.
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers in accordance with the DelDOT Standard Specifications.
- B. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- C. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- D. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the tolerances found in the DelDOT Standard Specifications.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the tolerances found in the DelDOT Standard Specifications.

3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for 14 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
 - 1. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- C. In-Place Density: In accordance with the DelDOT Standard Specifications.

3.12 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an DNREC approved landfill.

END OF SECTION 32 12 16

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**SECTION 32 13 13
CONCRETE PAVING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Walks.
 - 2. Concrete Pavement
 - 3. Concrete Pads
 - 4. Concrete Curb
- B. Related Sections:
 - 1. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.
 - 2. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
- C. Delaware Department of Transportation (DelDOT) Standard Specifications.
- D. Delaware Department of Natural Resources and Environmental Control (DNREC) Sediment and Erosion Control Handbook.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Other Action Submittals:
 - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- D. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Admixtures.
 - 4. Curing compounds.
 - 5. Applied finish materials.
 - 6. Bonding agent or epoxy adhesive.
 - 7. Joint fillers.
 - 8. Aggregates and sand materials.
- E. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with the DelDOT Standard Specifications.
- B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- C. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - a. Quality control of concrete materials and concrete paving construction practices.
 - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
 - a. Contractor's superintendent.

- b. Concrete paving subcontractor.

1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces in accordance with the DelDOT Standard Specifications.
- B. Form-Release Agent: In accordance with the DelDOT Standard Specifications

2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from steel wire into flat sheets as shown on the plans and in accordance with the DelDOT Specifications.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - a. Portland Cement: Per the DelDOT Standard Specifications.
- B. Normal-Weight Aggregates: Per the DelDOT Standard Specifications.
- C. Water: Per the DelDOT Standard Specifications.
- D. Air-Entraining Admixture: Per the DelDOT Standard Specifications.

2.4 CURING MATERIALS: All curing shall be in accordance with the DelDOT Standard Specifications.

2.5 RELATED MATERIALS

- A. Joint Fillers: In accordance with the DelDOT Standard Specifications.

2.6 CONCRETE MIXTURES

- A. All concrete shall be Type "B" (3,000 PSI) in accordance with the DelDOT Standard Specifications.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete in accordance with the DelDOT Standard Specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Division 31 Section "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

- A. General: In accordance with the DelDOT Standard Specifications.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 50 feet for paving and 20 feet for sidewalks and curbing unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness at 25-foot intervals for paving and 5-feet for sidewalks.
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes.

3.6 CONCRETE PLACEMENT

- A. Placement of concrete shall be as shown on the plans and in accordance with the DelDOT Standard Specifications.

3.7 FLOAT FINISHING

- A. Float finishing shall be in accordance with the DelDOT Standard Specifications.

3.8 CONCRETE PROTECTION AND CURING

- A. Concrete protection and curing shall be in accordance with the DelDOT Standard Specifications.

3.9 PAVING TOLERANCES

- A. Paving tolerances shall be in accordance with the DelDOT Standard Specifications.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: In accordance with the DelDOT Standard Specifications.
 - 2. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 3. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.

- a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Concrete paving will be considered defective if it does not pass tests and inspections.
- F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

SECTION 32 1814
SUBGRADE AND STONE AGGREGATE DRAINAGE LAYER

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. General conditions, special conditions, and Section "Scope of Work" are a part of and govern this section.
- B. Excavation and subgrade compaction, see Section 312000, Earth Moving.
- C. Field perimeter curb, see Section 321313, Concrete Paving.
- D. Field Retaining Walls, see Section 321313, Concrete Paving.
- E. Site storm drainage, see Section 334100, Storm Utility Drainage Piping.
- F. Elastomeric layer pad, see Section 321800, Shock Pads.
- G. Pre-fabricated Shock Pad, see section 321800, Shock Pads.

1.2 SCOPE OF WORK

- A. Furnish and install a new vertically-drained stone base layer utilizing a stable subgrade, aggregate drainage layer and drainage network.
- B. The design requirements contained in this subsection cover the general minimum considerations in geometric layout and materials. For specific requirements referencing technical testing societies, organizations, associations, etc. see the subsection on Technical Requirements.
- C. The work of this Section includes, but is not necessarily to be limited to:

1. Engineering layout.
2. Erosion and sediment controls.
3. Excavation and grading.
4. Removal of excess earth and topsoil from the site.
5. Construction of a stable subgrade.
6. Construction of the permeable aggregate base layer and underdrain system.
7. Verification of drainage (permeability).
8. Verification of finished surface slope and planarity.
9. Cleanup.
10. Guarantee.
11. Maintenance.

1.3 CONTRACTOR QUALIFICATIONS

- A. The Contractor shall have been actively and directly engaged in constructing stadium athletic fields for a period of five (5) years or more, and provide proof of ten (10) or more sports field installations completed by them within the last three (5) years, five of which must be synthetic turf fields.
- B. In addition, the Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work specified herein.

1.4 WORK BY OTHERS

- A. This Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. Where any part of the Contractor's work depends for proper execution or results upon the work of any other separate Contractor, the Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render

it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate Contractor's work after the execution of the Contractor's work.

- C. Should the Contractor cause damage to the work or property of any separate Contractor on the project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or arbitration.

1.5 CONDITIONS

- A. All the conditions, shown and/or specified, and the incidental conditions in or about the project site and structure, shall be considered mandatory parts of the Contract Documents.

1.6 SUBCONTRACTORS

- A. The Contractor shall furnish, within five (5) days after notification, a list of subcontractors he proposes to employ in the work. The approval of subcontractors shall be a condition precedent to award of the contract. All subcontractors shall be subject to the approval of the Architect and/or the Owner.

1.8 MATERIAL SAMPLES AND INSPECTIONS

- A. Submit samples of all dry materials and labels of liquids or wettable powders to be used in construction ten (10) days or more before beginning work.

1.9 ENGINEERING LAYOUT

- A. The Contractor shall employ a registered engineer, landscape architect or surveyor to lay out all lines, grades and construction staking. Periodically throughout this

project, the Architect may request the Contractor to verify the required construction elevations.

1.10 SITE PREPARATION - GENERAL

- A. Keep excavation, stored materials, and other areas, free from excess rain or subsurface water at all times.
- B. Excess material excavated, including suitable fill material and topsoil shall be removed.
- C. Any piping, conduits or wiring encountered that are not required to be removed or otherwise encountered shall be temporarily supported and maintained until permanent support has been restored.
- D. Utilize Geotechnical Consultant or Site Engineer for on-site work, inspecting during entire excavation, subgrade stabilization, underdrain system and porous aggregate base layer construction, utilizing a competent Testing Laboratory to evaluate soil conditions and drainage properties. Submit test results, as required, indicating compliance.
- E. Backfill and compact around structures, walls, trenches and where concrete curbs are installed.
- F. Rutting in the subgrade created by offloading and placement of the aggregate material shall be thoroughly repaired, by filling with competent material and compacting and rolling, in accordance with procedures specified herein.
- G. Utilizing laser-guided equipment perform rough and precision grading in areas required, to the lines and grades required for the permeable aggregate base, and in accordance with recommended tolerances.
- H. Keep excavations and the remainder of site free from dirt and debris at all times during the progress of the work, and in accordance with other applicable sections of the specifications.

1.11 CONSTRUCTION OF PERMEABLE AGGREGATE BASE LAYER, AND
UNDERDRAIN SYSTEM

A. EXCAVATION

1. The site shall be excavated to a depth that the subgrade becomes stable. Topsoil shall be stripped and removed from the site. All other excavated soil shall be removed from the site.
2. When the proper sub-grade elevation is established, the entire area shall be proof-rolled with a ten ton (static weight) smooth-wheeled roller, to delineate localized loose, or soft zones. All such material shall be undercut to competent material.
3. The Site/Geotechnical Engineer will determine whether the materials in the excavated areas are suitable for use as backfill. All unsuitable material shall be removed and all new materials shall be approved before use.
4. The sub-grade shall be constructed using the approved backfill material.

This material shall be placed in lifts not greater than 6" (15.24 cm) in depth. Each lift (layer) shall be compacted separately. The moisture in the soil, at the time of compaction, shall be uniformly distributed and should be within 90 and 120 percent range of the optimum. Within these limits, the Site Engineer will determine the proper moisture level to be used.
5. The backfill material in the first layer shall be rolled until the course has been uniformly compacted to over 95 percent of the maximum dry density. The second and succeeding courses shall be placed and mixed and then compacted as specified in the first course.
6. The finished surface of the sub-grade shall have a finished grade as shown. Sub-grade shall be established to within the tolerance of +0.0' or -0.02' of the design sub-grade elevation.

7. Excavate collector trenches, width and depth as required for the collector drain plus 6 inches on each side of the pipe. Trenches shall be excavated and sloped for drainage. The trenches shall be excavated with the indicated percent slope starting from the high point of the drainage system extending toward the storm drain connection points.
8. All loose debris shall be removed from the tops, edges and inside trenches. The trenches shall then be compacted by tamping or other approved means to 95 percent of the maximum dry density.

B. UNDERDRAIN SYSTEM

1. GEOTEXTILE

Verify that surface elevations of finished sub-grade conform to elevations shown on drawings prior to under drain system construction and that the sub-grade surface is uniform and free of depressions, voids, and irregularities. Provide nonwoven, porous geotextile (DOT Class 1) in accordance with manufacture's written recommendations and DOT Specifications, over the entire field sub-grade. Collector drain trenches shall be lined with non-porous geotextile.

Additionally, overlap joints a minimum of 8". All laps shall be overlapped in the direction the stone aggregate is to be spread. Place a suitable amount of ballast on the fabric to prevent movement by the wind. Ballast shall be in a form which will not damage fabrics. Direct loading on fabric by traffic will not be permitted. Fabric must completely cover perimeter trenches.

2. FIELD COMPOSITE DRAINS

Install perforated under drain conduits at 16 feet on-center as a 45-degree angle on top of the geotextile, securing to fabric every 10-15 linear feet with duct tape, or other suitable material. These conduits shall be a composite drainage system as J-Drain 12 as manufactured by JDR Enterprises, Inc., (800) 843-7569, or acceptable equivalent. Connect

ends of these composite drains into the perimeter collector drain pipe, or otherwise direct downward into 50% of the trench depth.

3. COLLECTOR DRAINS

Place perforated under drain pipes in the collector trenches, size per plan. Centerline of the pipe shall coincide with centerline of trench. The pipes shall be capable of withstanding the anticipated loading without deformation. Pipe meeting ASTM standard F-405 (stiffness at 5 percent deflection if 40 psi (2.8 kg/cm²) minimum and the stretch resistance is 10 percent maximum) are suitable for use as under drain. Collector drains must be connected as shown on plans.

- (a) A minimum of 2" of clean, drainable crushed stone aggregate (AASHTO #57) shall be placed in the bottom of the collector trenches, on top of moisture barrier. Compact to 95 percent.
- (b) Place a minimum of 6" of the clean, crushed aggregate on the sides of the under-drain pipes and headers, and 6" minimum of the aggregate on top of the pipe network. Compact suitably.

of

- (c) Prior to placement of the aggregate layer, verify the planarity of the subgrade to tolerance specified, and remove all "lipping" at both sides of all collector drain trenches, to ensure no impediment of surface flow of water into the trenches.

C. AGGREGATE LAYER

- 1. A uniformly mixed aggregate shall be placed over the entire sub-base which has been covered with the geotextile filter fabric. The aggregate shall comprise a minimum of 6" of compacted, stable, permeable crushed limestone aggregate. Care shall be taken to maintain the grade designed for the sub-base. The capability of the aggregate drainage layer to meet the stability and permeability requirement must be determined by a certified laboratory or Contractor prior to construction of the

course. It is recommended that the aggregate layer be consolidated to a density of 90 percent. A nuclear density gauge should be used during aggregate placement and rolling to ensure adequate compaction.

2. Submit procedure how contractor proposes to for place, level and consolidate the stone aggregate drainage layer, for Owner and Architect approval.
3. Material shall be a minimum of 75 percent fractured with at least one fractured face by mechanical means on each individual particle larger than 1/4". Material shall be clean of mineral fines.
4. Typical aggregate or aggregate blends found acceptable as an aggregate drainage course conform to the following gradation: (DelDOT NO. 57 Coarse Aggregate may meet the above requirements)

<u>Sieve</u>	<u>Sieve -Metric (mm)</u>	<u>Percent Passing by Weight</u>
1-1/2"	38.1	100
1"	25.4	95 - 100
3/4"	19.0	80 - 100
1/2"	12.7	60 - 80
3/8"	9.52	30 - 50
No. 4	4.75	20 - 40
No. 8	2.38	10 - 30
No. 40	0.42	5 - 17
No. 200	75 mm	1 - 4

D. PLACEMENT OF PERMEABLE AGGREGATE BASE

1. Install permeable aggregate base to the lines and grades indicated.
2. The Contractor shall shape the complete surface of the aggregate base to receive the overlying elastomeric layer pad base and continue until the deviation from the required elevation does not exceed a compensating maximum deviation from grade of 1/8" in 10'.

3. The surface of the aggregate base course shall be well drained at all times. The permeability of the aggregate shall be checked by using 10" diameter cylinder and five (5) gallons of water to drain in less than one (1) minute. Test samples shall be taken (at a minimum of) one sample per every 5,000 square feet or as otherwise directed.
4. All test results will be logged and documented by the Contractor or Site Engineer. If, at any time, the aggregate base does not meet specifications, it shall be the Contractor's responsibility to restore, at his expense, the aggregate base to the required grade, cross section, density and permeability.

5. Moisture Content:

Aggregate must contain 3.5 percent to 4.0 percent moisture content to ensure that fines do not migrate and to facilitate proper compaction. This is critical. Contractor shall ensure that aggregate leaving the source plant meets this requirement and is required to apply water to aggregate on site to attain and maintain this minimum moisture content.

6. Placement:

- (a) Prior to aggregate placement, remove any excess or contaminated backfill from the drainage trenches.
- (b) The sub-grade surface must be free of standing water prior to aggregate placement.
- (c) Ruts in the subgrade created by offloading and placement of the aggregate material shall be thoroughly repaired, by filling with competent material and compacting and rolling, in accordance with procedures specified herein.
- (d) The aggregate should be placed in one lift.

- (e) The aggregate layer must be spread uniformly with equipment that will not cause perceptible separation in gradation (segregation of the aggregates), preferably a self-propelled paving machine.
- (f) Should this occur, during any stage of the spreading or stockpiling (a separation of the materials or particles), the contractor must immediately remove and dispose of segregated material and correct or change handling procedures to prevent any further separation.
- (g) The Contractor shall utilize dual-plane laser-guided slope and grade equipment control systems for the grading of the permeable aggregate to ensure accuracy in the grade tolerances.

7. Compaction and Planarity:

- (a) The aggregate layer shall be compacted (consolidated) to a minimum density of 90 percent of maximum dry density, utilizing a static, tandem drum-type roller, and as determined by ASTM 0698 and measured using a nuclear method, and to where it is stable.
- (b) Proof roll wherever possible and mark "soft spots" for additional compaction. Use static tandem drum-type roller of not less than five (5) tons weight (non-vibratory roller), to consolidate. Excess rolling will produce segregation of fines and shall be avoided.
- (c) The finished surface shall not deviate (tolerance-to-grade) from designated compacted grade. This means that the surface shall not deviate more than 1/8" in 10' (any direction) when placed under a 10' long straight edge. This tolerance is required over the entire field.
- (d) Provide survey elevation of finish graded aggregate base layer specified for verification of field slope and planarity, as specified in Section 02535, 3.2 (A).

Areas that deviate should be marked with spray paint and corrected with material and rolled tight. Such remedial actions should be done by hand.

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8. Contractor shall provide written certification that the sub-grade and aggregate base has been properly constructed, tested for drainage, slope and planarity, and meet the requirements of the specifications.

-- END --

SECTION 32 1824
SYNTHETIC RUNNING TRACK SURFACING

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. General Conditions, Special Conditions and section "Scope of Work" are a part of and govern work under this section.
- B. Paving
 - a. Section 32 1216 – Asphalt Paving
 - b. Section 31 1313 – Concrete Paving
- C. Track perimeter drain
 - a. Section 32 1814 – Subgrade and Stone Aggregate Drainage Layer

1.2 SCOPE

- A. Accept finished bituminous pavement as suitable for these operations. Provide new finished running surface over entire track and field event areas complete with all markings, certifications, testing and warranty. Repair any damage on existing areas or facilities caused by these operations to original or better condition.
- B. Color of synthetic surface shall be red. Overall surface thickness shall not be less than 13 mm.

1.3 STANDARDS

- A. Contractor experience: Contractor shall demonstrate experience in the installation of at least five full sized synthetic polyurethane tracks within the last two years, utilizing the selected surfacing system. Polyresin or water-bound latex systems will not be acceptable. Any contractor wishing to offer an “or equal” must provide a sample, references, installation list and test results from an independent testing lab stating that the proposed product has been tested and

meets the requirements of IAAF performance specifications for synthetic track surfaces.

- B. Manufacturer experience: Documented experience producing polyurethane athletic sports surface, as specified herein.
- C. Quality control: Provide ISO 9001 certification for product design, manufacture and distribution for surfacing product / system utilized.
- D. The primary surfacing materials utilized in the construction shall have proven compatibility and shall be obtained from a single manufacturer
- E. Coordinate installation of synthetic surface with related work in all sections, including placement and acceptance of bituminous pavement.
- F. Quantities of materials: The Contractor will be held accountable for all quantities of material utilized as measured on site, and in accordance with manufacturers printed specifications. Containers shall be labeled, and proof shall be furnished of quantities delivered, stockpiled and utilized.
- G. Utilize only the highest quality materials and precision machinery. Installation and construction shall be first class, utilizing experienced, skilled workmen, installers and supervisors.
- H. Warranty: A written manufacturer's/installer's warranty shall be furnished for all surfacing material for a period of five years from final acceptance for the track and field event surfaces. Warranty shall be against defects in material, workmanship, installation (including adherence to the asphalt), merchandising and fitness. Any defects occurring within the warranty period shall be promptly repaired upon written notification, at no cost to the Owner. Track striping and markings shall be warranted for a period of 2 years.
- I. Certification: All markings shall be certified in writing by qualified personnel that the track has been marked and measured to be in accordance with NFHS requirements. Track and field event surface shall be monitored for performance requirements; established to measure imperfections, surface flatness, surface thickness, force reductions, vertical deformation, friction, tensile properties, color, and drainage characteristics. A letter of certification shall be provided to the Architect that the finished surfaces are furnished and installed in accordance with the manufacturer's printed specification.

- J. Maintenance: The installer shall supply the Owner with written instructions for care of this surface.

PART 2 – PRODUCTS

2.1 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for track surface material.
- B. Submit (3) samples of track surfacing material. Minimum size 3"x 4".

2.2 TRACK AND FIELD EVENT SURFACE

- A. Synthetic Surface: Provide a black, paved, polyurethane-bound base mat system utilizing SBR rubber with multiple applications of a pigmented (red) structural spray, utilizing EPDM rubber, as Spurtan "BS", in accordance with the manufacturer's latest revised specification, as furnished by Advanced Polymer Technology, Harmony, Pa, (856) 767-3088, or approved equal.

2.2 MATERIALS

- A. Primers: Polyurethane based primers specifically formulated to be compatible with the base and track surfacing material.
- B. Black SBR Granules: The rubber granules for the base mat shall be recycled SBR (styrene Butadiene Rubber) rubber, processed and chopped to 1-3 mm size containing less than 4% dust.
- C. EPDM Granules: The rubber granules for the structural spray wearing coats shall be EPDM peroxide cured, man-made rubber containing a minimum of 20% EPDM and having a specific gravity of 1.5 +/-0.1. The EPDM rubber will be 0.5mm to 1.5mm EPDM granules. EPDM granules shall be the color of the track surface.
- D. Polyurethane Binder: Binder for the black rubber mat shall be an MDI-based mono-component, polyurethane binding agent. The binding agent shall not have a free TDI monomer level above 0.2%, must be clear in color, not milky, and must be solvent free. The binding agent must be specially formulated for compatibility with SBR stranded or rubber crumb.

- E. Structural Spray Coating: The spray coating shall be the MDI-based mono-component, moisture cured, pigmented polyurethane, specifically formulated for compatibility with EPDM granules. The coating shall be red.
- F. Line Marking Paint: The line marking paint shall be polyurethane-based paint specifically manufactured to be compatible with polyurethane synthetic track surfaces.

PART 3 - EXECUTION

3.1 BITUMINOUS SURFACE

- A. Curing: Bituminous paving shall be allowed to cure a minimum of fourteen days prior to track surfacing application. It shall be the responsibility of the surfacing contractor to determine if the paving has cured sufficiently to allow application of the track surfacing.
- B. Bituminous paving shall be verified for pitch and planarity and in accordance with Section _____; and flooded with water to check for depressions or low spots, prior to installation of final running surface.

3.2 PREPARATION

- A. The entire area of the new bituminous paving to receive synthetic surface shall be thoroughly cleaned with mechanical air blowers, removing all loose and foreign material. All areas having dirt in the bituminous pores shall be cleaned by means of a high-pressure washer, flushing the surface with clean water. The area shall then be inspected for pitch and planarity in accordance with the requirements of this and the paving section. Areas not found to be in conformance shall be repaired.

3.3 INSTALLATION OF SURFACE

- A. Apply primer and selected surfacing system in strict accordance with manufacturer's printed specification. An additional third spray coat shall be applied to all areas of the field events, as well as the inside two lanes of the track, the start areas for the 200m and 300m intermediate hurdles, and the entire sprint straight (home side). The third spray coat shall be applied at a rate of 1.0 pounds per square yard, in addition to the two coats applied at the standard manufacture's rate of 1.80 pounds per square yard per coat.

- B. Priming: The primer shall be spray-applied in accordance with the manufacturer's specifications. Only those areas which can be installed the same day should be primed.
- C. Mixture Composition: Job mix formulas shall be as follows:

1. Black Mat
SBR Rubber 1-3mm
Binding Agent 20% of total rubber weight
Application Temperature Min. 45 Degrees F.
2. Structural Spray Top Coats 2 or 3 as indicated
Structural Spray 60% by weight
EPDM Rubber 0.5 – 1.5mm 40% by weight
Application Temperature Min. 45 Degrees F.

- D. Black Mat: The black rubber granules and polyurethane binding agent are blended together in a suitable mixer for a period of 2 to 3 minutes. The blended materials are then spread onto the asphalt/concrete base by means of a mechanical tandem leveler at a rate of 16 to 16.5 lbs. per square yard. The tandem leveler shall have a heated oscillating screed bar to obtain both smoothness and compaction. The heated screed bar normally works at a temperature of 158 to 176 degrees F.

The layering procedure shall be bay-to-bay and limiting the length of the passes so as not to have any cold (cured) joints between the bays. At the beginning of each day's work, the traverse joint from the previous day shall be tack coated to ensure a good bond. Small irregularities still in the surface after the tandem leveler has passed may be removed using a light polyethylene or teflon roller.

The surface hardens through the reaction of the binding agent with humidity. The speed of the reaction depends on temperature and relative humidity. Usually the surface may be walked upon the next day.

- E. Structural Spray Wearing Coats: After the black mat has properly cured, apply a thixotropic mixture, using red Spurtan polyurethane binder and red EPDM granules, mixed in a metal container using a drill and mixing paddle and spray applied with approved air spray equipment designed for this use.

F. Physical Properties (ASTM)	
Thickness:	½" (12-13mm) or as specified
Shore A Hardness (ASTM D-2240):	55 +/- 5
Elongation at break (ASTM D-412):	Approx. 90%
Tensile Strength (ASTM D-412):	0.75 N/mm ² @ 70F
Compression Set Recovery (ASTM D-412):	90% to 95% @ 70F over a 24-hour period
Abrasion Resistance (ASTM D-501):	0.25 grams loss after 1000 cycles
Chalking (ASTM D-822):	No change after 1000 hours in weather meter.
Coefficient of Friction (ASTM D-1984):	Dry: 0.70 to 0.75 Wet: 0.60 to 0.65
Resilience (ASTM D-2632):	37% to 39%
Tear Resistance (ASTM D-624):	50-65 psi

3.4 OFFICIAL TRACK MARKINGS

- A. Contractor shall provide the Owner with a color-coded working drawing showing all necessary track and field event markings. Submit for review and comment prior to any layout or line striping. The track markings shall include all necessary lane lines, start and finish line, relay exchange zones, hurdle markings, lane numbers and all other necessary markings in accordance with NFHS requirements. The paint for all markings shall be an approved polyurethane-based product specifically manufactured to be compatible with the running surface, installed by experienced personnel.

3.5 CERTIFICATIONS

- A. Contractor shall provide the Owner with a document identifying and certifying that all calculations and markings are accurate in accordance with Paragraph 1.3.I. This document shall be field-verified and certified by a registered surveyor or professional engineer experienced in this work.

- - E N D - -

SECTION 32 31 13
CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Chain-link fences and gates.
2. Swing Gates
3. Ball Safety Netting System.

B. Related Sections:

1. Division 03 Section "Cast-in-Place Concrete" for cast-in-place concrete for equipment bases/pads for gate operators and controls and post footings.
2. Division 26 Sections for electrical service and connections for motor operators, controls, limit and disconnect switches, and safety features and for system disconnect switches.

1.3 PERFORMANCE REQUIREMENTS

- a. Structural Performance: Chain-link fence and gate framework shall withstand the effects of gravity loads.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.

1. Fence and gate posts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.
4. Ball Safe Netting System

- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.

1.5 QUALITY ASSURANCE

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review required testing, inspecting, and certifying procedures.
 - 2. Coordination of new fencing installation and removal of existing fencing.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer/Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with CLFMI Product Manual and with requirements indicated below:
 - 1. Fabric Height: As indicated on Drawings.
 - 2. Steel Wire Fabric: Wire with a diameter of 0.192 inch (6 gauge).
 - a. Mesh Size: 2 inches.
 - b. Zinc-Coated Fabric: ASTM A 392, Type II, Class 1, 1.2 oz./sq. ft. with zinc coating applied after weaving.
 - c. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.
 - 3. Selvage: Twisted top and knuckled bottom.

2.2 FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:
 - 1. Fence Height: As indicated on Drawings.
 - 2. Heavy Industrial Strength: Material Group IA, round steel pipe, Schedule 40.
 - a. Line Post: 4.0 inches.
 - b. End, Corner and Pull Post: 4.0 inches.
 - 3. Horizontal Framework Members: Top and bottom rails complying with ASTM F 1043, 1 5/8 inch diameter.
 - 4. Brace Rails: Comply with ASTM F 1043, 1 5/8 inch diameter.
 - 5. Metallic Coating for Steel Framing:
 - a. Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M.

2.3 SWING GATES

- A. General: Comply with ASTM F 900 for gate posts and single swing gate types.
 - 1. Gate Leaf Width: As indicated.
 - 2. Gate Fabric Height: As indicated.
- B. Pipe and Tubing:
 - 1. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framing.
 - 2. Gate Posts: Round tubular steel.
 - 3. Gate Frames and Bracing: Round tubular steel.
- C. Frame Corner Construction: Welded.
- D. Hardware:
 - 1. Hinges: 180-degree inward swing.
 - 2. Latches permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
 - 3. Padlock and Chain: Owner will provide locks.
 - 4. Lock: Closer: Manufacturer's standard.

2.4 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Rail and Brace Ends: For each gate, corner, pull, and end post.
- C. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Round-steel tubing not less than 6 inches long.
 - 2. Rail Clamps: Line and corner boulevard clamps for connecting bottom rails in the fence line-to-line posts.
- D. Tension and Brace Bands: Pressed steel.
- E. Tension Bars: Steel length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- F. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
- G. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: 0.106-inch; galvanized coating thickness matching coating thickness of chain-link fence fabric.
- H. Finish:
 - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. zinc.

2.5 GROUT AND ANCHORING CEMENT

- A. Non-shrink, Nonmetallic Grout: Premixed, factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Erosion-Resistant Anchoring Cement: Factory-packaged, non-shrink, non-staining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

2.6 BALL SAFETY NETTING SYSTEM

- A. Ball safety netting system shall as shown on the project plans and as manufactured by Sportsfield Specialties or approved equal meeting the plan requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
 - 1. Do not begin installation before final grading is completed unless otherwise permitted by Architect/Engineer/Construction Manager.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

- A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 - 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
- C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.

- D. Line Posts: Space line posts uniformly at 10 feet o.c.
- E. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- F. Bottom Rails: Install and secure to posts with fittings.
- G. Chain-Link Fabric: Prior to placing fabric, excavate trench for placement of fence anchoring concrete. Apply fabric to outside of enclosing framework. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released. Pour anchoring concrete as shown on the plans embedding 3-inches of the fabric in the concrete.
- H. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- I. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
 - 1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.
- J. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.5 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 FIELD QUALITY CONTROL

3.7 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware, gate operator, and other moving parts.

3.8 Ball Safety Netting Installation

A. The ball safety netting system shall be installed per manufacturer's recommendations.

END OF SECTION 32 3113

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SECTION 33 41 00

STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Pipe and fittings.
2. Nonpressure transition couplings.
3. Pressure pipe couplings.
4. Expansion joints and deflection fittings.
5. Drains.
6. Encasement for piping.
7. Manholes.
8. Channel drainage systems.
9. Catch basins.
10. Stormwater inlets.
11. Stormwater detention structures.
12. Pipe outlets.
13. Stormwater disposal systems.
14. Stormwater Management Facilities
15. Sectional Track Perimeter Drain
16. Infield Edge Drains
17. Turf Field Underdrains

- B. Delaware Department of Transportation (DelDOT) Standard Specifications.
- C. Delaware Department of Natural Resources and Environmental Control (DNREC) Sediment and Erosion Control Handbook.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings:

1. Manholes: Include plans, elevations, sections, details, frames, and covers.
2. Catch basins: Include plans, elevations, sections, details, frames, covers, and grates.
3. Piping: Include manufacturer's certification for each pipe type.
4. Stormwater Management Facility Outlet Structures.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.
- D. Handle catch basins according to manufacturer's written rigging instructions.

1.5 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 1. Notify Architect/Engineer, Construction Manager and Owner no fewer than two days in advance of proposed interruption of service.

PART 2 - PRODUCTS

2.1 PIPING

- A. All storm drainage piping shall be as shown on the plans and in accordance with the DelDOT Standard Specifications.

2.2 MANHOLES

- A. All storm water manholes shall be as shown on the plans and in accordance with the DelDOT Standard Specifications.

2.3 CATCH BASINS

- A. All catch basins shall be as shown on the plans and in accordance with the DelDOT Standard specifications.

2.4 STORMWATER MANAGEMENT STRUCTURES

- A. All structures shall be as shown on the plans and in accordance with either the DelDOT Standard Specifications or the DNREC Erosion and Sediment Control Handbook.

2.5 SECTIONAL TRACK PERIMETER DRAIN

- A. Utilize ACO Sport System #4020 at track perimeter and Sport System #2000 at 'D' Areas, as manufactured by Sports Field Specialties, Delhi, N.Y. 13753, (607) 746-8911; Pro Channel Drain #SE426 at track perimeter and 'XT' slot drain at 'D' Areas as manufactured by Sports Edge, ABT, Inc., Troutman, N.C. (800) 334-6057; or approved equivalent. Drain shall be furnished with eight (8) catch basins with removable trash buckets.
- B. Drain shall be connected at the 8 catch basin locations to the field's collector drainage system, as shown on plans and detailed.
- C. Provide manufacturer's descriptive information for these products for approval as well installation instructions and procedures.

2.6 "HYDROBLOX" INFIELD EDGE DRAINS

- A. Hydroblox is a prefabricated thermoplastic non-clogging drainage plank approximately 2"x 9"x 40" long, installed in a single line a 4-5" wide trench that is cut with hand trenching equipment.
- B. Provide the hydroblox where shown and detailed at the circular edge of skinned infields starting at the center of the skinned area, and sloping at no less than 0.50% toward either side of the infield to discharge points a shown on plans. The initial high point of the trench should be cut to a level that the top of the hydroblox plank is positioned at or slightly below the level of the subgrade at the circular edge of the infield.
- C. Upon completion of trenching and installation of the Hydroblox, backfill and clean excess soil from trenches, ready for seeding.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, non-pressure drainage piping according to DelDOT Standard Specifications.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated in accordance with the DelDOT Standard Specifications.

3.5 CATCH BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated in accordance with the DelDOT Standard Specifications.

3.6 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 8-inch thick, brick masonry bulkheads.
- B. Abandoned Manholes and Structures: Excavate around manholes and structures as required and use one procedure below:
 - 1. Remove manhole or structure and close open ends of remaining piping.

- C. Backfill to grade according to Division 31 Section "Earth Moving."

3.7 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

3.8 CLEANING

- A. Clean interior of piping of dirt and superfluous materials.

END OF SECTION 33 41 00