STATE OF DELAWARE
OMB / DIVISION OF FACILITIES MANAGEMENT
CONTRACT # ARPA 21282

SPECIFICATIONS
FOR

DEMA EOC - FLOOR UPGRADE

FOR

DELAWARE EMERGENCY MANAGEMENT AGENCY

AT

165 Brick Store Landing Road
Smyrna, Delaware 19977

PREPARED
BY

Becker Morgan Group, Inc.
Project No. 2023267.00

ISSUE FOR BID
September 26, 2024

NOT FOR BIDDING PURPOSES

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SECTION 00 01 01 - PROJECT TITLE PAGE

PART 1 - GENERAL

1.1 PROJECT MANUAL

A. Owner: State of Delaware, OMB / Division of Facilities Management.

B. Owner Contract No.: ARPA 21282

C. Agency Name: Delaware Emergency Management Agency (DEMA).

D. Project Name: Floor Upgrade – DEMA EOC.

E. Project Location: 165 Brick Store Landing Road, Smyrna, Delaware.

F. Architect: Becker Morgan Group, Inc.

G. Architect Project No.: 2023267.00.

H. Issued: OMB / DFM 99% Design Review.

I. Issue Date: August 27, 2024

END OF SECTION 00 01 01

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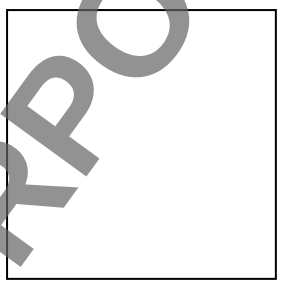
SECTION 00 01 07 - PROFESSIONAL SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

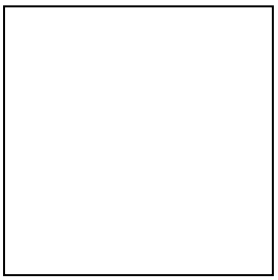
A. Architect:

1. Becker Morgan Group, Inc.
2. Brad A. Hastings, AIA, LEED AP; License No. S5-0005276
3. Expiration Date: 01/31/2026
4. Responsible for Divisions 00 - 14 Sections except where indicated as prepared by other design professionals of record.



B. Electrical Engineer:

1. DEDC, LLC.
2. John Farina, P.E.; License No. 13559
3. Expiration Date: 06/30/2026
4. Responsible for Divisions 26 Sections except where indicated as prepared by other design professionals of record.



END OF SECTION 00 01 07

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SECTION 00 01 10 - TABLE OF CONTENTS

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

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END OF SECTION 00 01 10

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SECTION 00 01 15 - LIST OF DRAWING SHEETS

GENERAL

G001	COVER SHEET
G002	ABBREVIATIONS, SYMBOLS, DRAWING KEYS, GENERAL NOTES, LIFE SAFETY PLAN AND CODE STUDY

ARCHITECTURAL

AD101	PARTIAL FIRST FLOOR DEMOLITION PLAN
A101	PARTIAL FIRST FLOOR NEW WORK PLAN
A401	INTERIOR ELEVATIONS, ENLARGED PLANS AND SECTIONS
AI101	FIRST FLOOR FURNITURE PLANS – FOR REFERENCE ONLY

ELECTRICAL

E000	ELECTRICAL SYMBOLS AND ABBREVIATIONS
ED101	FIRST FLOOR ELECTRICAL DEMOLITION
E101	FIRST FLOOR POWER PLANS
E102	FIRST FLOOR POWER PLAN FURNITURE LAYOUT OPTIONS

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SECTION 00 11 16

INVITATION TO BID

Sealed bids for OMB/DFM Contract No. ARPA 21282 – DEMA Bldg. EOC Floor Upgrade will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by way of the Bonfire Portal at https://DFM.bonfirehub.com until 2:30 PM local time on Thursday, October 24, 2024. Bidder bears the risk of late submission. Bid submissions submitted through the Bonfire Portal will require that a hard copy of the bid bond be received by mail or hand delivered within (5) business days of the bid submission deadline to the Division of Facilities Management, Haslet Armory, 1st Floor, 122 Martin Luther King Blvd. S., Dover, DE 19901.

Bids will be opened and read aloud at 3:00 PM local time on Thursday, October 24, 2024 at the Haslet Armory, 122 Martin Luther King Blvd. S., Dover, DE 19901.

The project involves the removal of existing casework, carpet, base and access flooring as indicated on the drawings and reinstallation of portions of the existing access floor system components and installation of new access floor system, ramp, stair, railing and casework.

A **MANDATORY** Pre-Bid Meeting will be held on **Wednesday, October 09, 2024, at 9:00 AM** at the Delaware Emergency Management Agency, 165 Brick Store Landing Road, Smyrna, DE. for the purpose of establishing the list of subcontractors and to answer questions. A site walkthrough will take place immediately following the pre-bid meeting. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Electronic copies (PDF) of the Contract Documents may be obtained at the Mandatory Pre-Bid meeting, or thereafter at the office of Becker Morgan Group, Inc., 309 S. Governors Ave., Dover, DE 19904, (302) 734-7950 upon receipt of $25.00 per disc/non-refundable. Please call in advance to ensure documents are available. Checks are to be made payable to Becker Morgan Group, Inc.

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

END OF SECTION

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SECTION 00 21 13 - 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

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).

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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.

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2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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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.

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

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

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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

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

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond

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

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

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

4.3 SUBCONTRACTOR LIST

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

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:

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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

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shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.8 SUBMISSION OF BIDS

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

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the

NOT FOR BIDDING PURPOSES

Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

A. The Bidder's financial, physical, personnel or other resources including Subcontracts;

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

C. The Bidder's written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;

E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

NOT FOR BIDDING PURPOSES

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.

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

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

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

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

END OF SECTION 00 21 13

NOT FOR BIDDING PURPOSES

DOCUMENT 00 26 00 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 25 00 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 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.

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date/time of bid opening.
2. Submittal Format: Submit electronic (PDF copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C, or form approved by the Architect.
3. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.

    a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
    b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

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1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
2) Copies of current, independent third-party test data of salient product or system characteristics.
3) Samples where applicable or when requested by Architect.
4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. 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.
5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 00 26 00

NOT FOR BIDDING PURPOSES

DEMA EOC - Floor Upgrade
Smyrna, Delaware
ARPA 21282

BID FORM

For Bids Due: October 24, 2024 **To:** State of Delaware
Office of Management and Budget
Division of Facilities Management
122 Martin Luther King, Jr. Blvd. South
Dover, DE 19901

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License Nos.): _____

Phone No.: ( ) _____ - _____ **Fax No.: ( ) _____ - _____**

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

$_____
($)

ALLOWANCES

Allowance value(s) indicated are included in the Base Bid as indicated in the Bid Form.

ALLOWANCE No. 1: Contingency Allowance: Include a contingency allowance of $10,000.00 for use according to Owner's written instructions.

Contingency Allowance No. 1: Ten Thousand Dollars
($ 10,000.00)

NOT FOR BIDDING PURPOSES

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

Witness: _____ **By:** _____
(Authorized Signature)

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

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

NOT FOR BIDDING PURPOSES

DEMA EOC - Floor Upgrade
Smyrna, Delaware
ARPA 21282

BID FORM

SUBCONTRACTOR LIST

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

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

FOR BIDDING PURPOSES

BID FORM (Continued)

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

FOR BIDDING PURPOSES

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of ARPA 21282 have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BIDDING PURPOSES

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

NOT FOR BIDDING PURPOSES

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

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NOT FOR BIDDING PURPOSES

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ _____of _____ in the County of _____ and State of _____as **Principal**, and _____ _____ of _____ in the County of _____ and State of _____ _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ Dollars ($_____ _____), or _____ percent not to exceed _____ _____ Dollars ($_____) of amount of bid on Contract No. ARPA **21282** to be paid to the **State** for the use and benefit of _____ **Dept. of OMB/Division of Facilities Management** 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 _____ **Dept. of OMB / Division of Facilities Management** 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 _____ **Dept. of OMB / Division of Facilities Management** this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness: _____

By: _____

_____
Title

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 00 52 13 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

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

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

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.

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.

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☐ By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

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

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

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

§ 5.3 Interest

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

_____ % _____

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

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

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§ 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.)

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☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

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

Sample
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AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

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

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

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

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

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's

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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.)

Cause 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.)

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☐ **§ 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.)*

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

Coverage	**Limits**

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

§ 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.

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§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

☐ **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below.

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

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

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

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

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

☐ **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**

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§ A.3.4 Performance Bond and Payment Bond

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

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

Sample
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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 00 54 13

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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," A1A 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.

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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 00 54 14

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") **Delaware OMB/Division of Facilities Management**, 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. **ARPA 21282** 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.

NOT FOR BIDDING PURPOSES

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") **Delaware OMB/Division of Facilities Management**, 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. **ARPA 21282** 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.

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PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

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SECTION 00 62 76 - APPLICATION AND CERTIFICATE FOR PAYMENT FORMS

The form for submission and approval for the Contractor's payment shall be submitted using the American Institute of Architects Document AIA forms G702 and G703 (1992 Edition) entitled Application and Certificate for Payment and Continuation Sheet, respectively.

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... $ _____

2. NET CHANGE BY CHANGE ORDERS ..... $ _____

3. CONTRACT SUM TO DATE *(Line 1 ± 2)* ..... $ _____

4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ..... $ _____

5. RETAINAGE:

a. _____% of Completed Work
(Columns D + E on G703) $ _____

b. _____% of Stored Material
(Column F on G703) $ _____

Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* ..... $ _____

6. TOTAL EARNED LESS RETAINAGE ..... $ _____
(Line 4 minus Line 5 Total)

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

8. CURRENT PAYMENT DUE ..... $ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

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 ..... $ _____

(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.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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FOR BIDDING PURPOSES

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

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

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
	GRAND TOTAL								

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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.

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NOT FOR BIDDING PURPOSES

DEMA EOC -Floor Upgrade
Smyrna, Delaware
ARPA 21282

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

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Or

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

Or

☐ **Craft Training requirements are not applicable because:**

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)
) ss:
County of _____)

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

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

_____
Notary Public
Commission Expires _____

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

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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)

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

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

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5 SUBCONTRACTORS

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7 CHANGES IN THE WORK

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9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

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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

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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

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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

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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

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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

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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

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.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.

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§ 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

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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.

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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

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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

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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

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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:

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.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

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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

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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

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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

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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.

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§ 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

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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.

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§ 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

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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

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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

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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.

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§ 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.

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§ 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.

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§ 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

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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.

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

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consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

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

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SAMPLE

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SECTION 007313 - SUPPLEMENTARY GENERAL CONDITIONS A201-2017

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

TABLE OF ARTICLES

1. GENERAL PROVISIONS

2. OWNER

3. CONTRACTOR

4. ADMINISTRATION OF THE CONTRACT

5. SUBCONTRACTORS

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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11. INSURANCE AND BONDS

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13. MISCELLANEOUS PROVISIONS

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15. CLAIMS AND DISPUTES

NOT FOR BIDDING PURPOSES

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Section:

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

1.1.8 INITIAL DECISION MAKER

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

" and certify termination of the Agreement under Section14.2.2."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1.1 Insert "if possible" at the end of the second sentence.

Add the following Sections:

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

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

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

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

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

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not.

NOT FOR BIDDING PURPOSES

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."

NOT FOR BIDDING PURPOSES

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

3.2.4 Strike "subject to Section 15.1.7" in the second sentence.

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

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

NOT FOR BIDDING PURPOSES

"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:

NOT FOR BIDDING PURPOSES

"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."

NOT FOR BIDDING PURPOSES

ARTICLE 5: SUBCONTRACTORS

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

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

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

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

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

Add the following Section:

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

7.2 CHANGE ORDERS

NOT FOR BIDDING PURPOSES

Add the following Sections:

"7.2.2 In addition to the above:

7.2.2.1 The General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces.

7.2.2.2 For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven- and one-half percent (7.5%) on the subcontractor's work.

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

7.2.2.4 No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

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

7.3.4.1 Strike "and other employee costs approved by the Architect" after "worker's compensation insurance,"

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

7.4 MINOR CHANGES IN THE WORK
Add "unless such changes are approved" at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

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

8.2.2 After "by the Contractor" strike "and" and insert "to".

8.2.4 Add the following Section:

NOT FOR BIDDING PURPOSES

"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."

NOT FOR BIDDING PURPOSES

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:

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

9.8.5 Strike "shall" and insert "may" in the second sentence.

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

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):
"The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use authorized by public authorities having jurisdiction over the Project."

9.10.2 Strike "to remain in force after final payment is currently in effect" after "required by the Contract Documents" and replace with "shall remain in force until final payment is completed" in the first sentence.

9.10.4.4 Strike "if permitted by the Contract Documents,"

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

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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".

NOT FOR BIDDING PURPOSES

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.”

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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".

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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 007313

NOT FOR BIDDING PURPOSES

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SECTION 00 73 43 - WAGE RATE REQUIREMENTS

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.

END OF SECTION 00 73 43

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 00 73 46 - WAGE DETERMINATION SCHEDULE

NOT FOR BIDDING PURPOSES

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

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

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION
EFFECTIVE MARCH 15, 2024 – AMENDED JUNE 14, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.03	35.74	52.03
BOILERMAKERS	86.90	44.09	64.81
BRICKLAYERS	65.24	65.24	65.24
CARPENTERS	61.06	61.06	49.30
CEMENT FINISHERS	91.66	65.19	50.55
ELECTRICAL LINE WORKERS	57.72	49.50	37.74
ELECTRICIANS	81.62	81.62	81.62
ELEVATOR CONSTRUCTORS	113.66	81.88	103.45
GLAZIERS	83.30	83.30	71.92
INSULATORS	67.20	67.20	67.20
IRON WORKERS	75.32	75.32	75.32
LABORERS	55.65	55.65	55.65
MILLWRIGHTS	85.36	85.36	68.57
PAINTERS	57.60	57.60	57.60
PILEDRIVERS	88.62	49.97	40.41
PLASTERERS	37.89	37.89	28.08
PLUMBERS/PIPEFITTERS/STEAMFITTERS	77.30	80.57	71.11
POWER EQUIPMENT OPERATORS	81.29	81.29	81.29
ROOFERS-COMPOSITION	29.45	29.41	31.82
ROOFERS-SHINGLE/SLATE/TILE	23.34	27.77	21.83
SHEET METAL WORKERS	84.53	84.53	84.53
SOFT FLOOR LAYERS	60.12	60.12	60.12
SPRINKLER FITTERS	70.52	70.52	70.52
TERRAZZO/MARBLE/TILE FNRS	70.79	70.79	79.54
TERRAZZO/MARBLE/TILE STRS	78.73	78.73	88.22
TRUCK DRIVERS	55.25	34.83	27.11

CERTIFIED: 9-24-2024 BY: Selina Cloverland /Pa Francis Chudell
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: ARPA 21282 DEMA EOC Floor Upgrade New Castle County, DE

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NOT FOR BIDDING PURPOSES

SECTION 008113 - GENERAL REQUIREMENTS

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12. UNCOVERING AND CORRECTION OF WORK

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NOT FOR BIDDING PURPOSES

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.

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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.

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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

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may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursing additional remedies as otherwise provided by law.

4.3 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:

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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

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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.

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

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is $50/hour, the DPE would be $67.50/hour (50 x 1.35).

7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

7.3.3 In addition to the above:

7.3.3.1 The General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces.

7.3.3.2 For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven- and one-half percent (7.5%) on the subcontractor's work.

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

7.3.3.4 No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

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

ARTICLE 8: TIME

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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.

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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.

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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

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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.

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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

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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

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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

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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 008113

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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).

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EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____
_____
_____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

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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. Work performed by Owner.
4. Work under Owner's separate contracts.
5. Contractor's use of site and premises.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and Drawing conventions.
9. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 01 73 00 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

A. Project Identification: DEMA EOC - Floor Upgrade.

1. Project Location: 165 Brick Store Landing Road, Smyrna, Delaware 19977.

B. Owner: State of Delaware, OMB / Division of Facilities Management.

1. Owner's Representative: Dean Seely.

C. Architect: Becker Morgan Group, Inc.

1. Architect's Representative: Bryan Hutchison.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes the following:

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1. Removal of existing casework, carpet, base and access flooring as indicated on the drawings and reinstallation of portions of the existing access floor system components and installation of new access floor system, ramp, stair, railing and casework. The scope of work will include, but is not limited to the following:

    a. Demolition of casework, carpet, and base.
    b. Demolition of electrical, lighting and structured cable as designated.
    c. Removal and reinstallation of existing access floor system, ramps, stairs and rails; and installation of new access floor system, ramp, stair, and railings to match existing, as indicated on the drawings.
    d. New electrical, lighting and structured cable as designated.
    e. New casework as indicated on the drawings.
    f. New low partitions as indicated on the drawings.
    g. Patch and touch up paint walls as required where access floor system was removed and relocated.
    h. Carpet and base by Owner’s separate contract.
    i. Furniture by Owner’s separate contract.

B. Type of Contract:

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

1.6 WORK UNDER OWNER'S SEPARATE CONTRACTS

A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.

1. Carpet and base.
2. Furniture
3. Structured Cable (DTI)

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits on Use of Site: Confine construction operations to areas of work and Owner designated staging areas
2. Driveways, Walkways and Entrances: Keep driveways, parking lots, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. 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.

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C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

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 approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

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

B. On-Site Work Hours: Limit work to between 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. Weekend Hours: With prior approval by Owner.
2. Early Morning Hours: With prior approval by Owner.
3. Work in Existing Building: Normal work hours 7:00 am – 4:00 pm.
4. Hours for Utility Shutdowns: With 72 hour notice to Owner.
5. Hours for Core Drilling: With 72 hour notice to Owner.

C. On-Site Work Day Restrictions: Do not perform work resulting in utility shutdowns or resulting in noisy activity on-site during work black-out days.

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

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

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

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

F. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances on Project site is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

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H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

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. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

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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.

B. Types of allowances include the following:

1. Contingency allowances.

C. Related Requirements:

1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
2. Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used 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.

1.4 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

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1.6 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 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.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs due to a change in the 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.

NOT FOR BIDDING PURPOSES

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: Contingency Allowance: Include a contingency allowance of $10,000.00 for use according to Owner's written instructions.

END OF SECTION 01 21 00

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SECTION 01 21 16 - ALLOWANCE AUTHORIZATION FORM

Project: DEMA EOC - Floor Upgrade

Architect: Becker Morgan Group, Inc. **Project No. ARPA 21282**

Contractor:

AAA No.: **Initiation Date:**

The Allowance is allocated as follows:

Total original Contract Allowance was:	$ 10,000.00
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: _____

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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. Section 01 21 00 "Allowances" for products selected under an allowance.
2. Section 01 23 00 "Alternates" for products selected under an alternate.
3. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

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

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

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying 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 form acceptable to Architect.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of 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 substitutions 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,

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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 as well as 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 substitutions 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.

1.7 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:

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a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

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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. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
2. Section 01 31 00 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

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.

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 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 forms acceptable to Architect.

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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 Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 01 21 00 "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 Section 01 22 00 "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 Change Proposal Request, Architect 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.

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

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

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

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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. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Section 01 32 00 "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 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. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

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.

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b. Owner's name.
c. Owner's Project number.
d. Name of Architect.
e. Architect's Project number.
f. Contractor's name and address.
g. 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. Round dollar amounts to whole dollars, with total equal to Contract Sum.

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. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. 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.

6. 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.
7. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
8. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
9. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling 1.5 percent of the Contract Sum and subcontract amount.
10. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

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.

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

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

1. Other Application for Payment forms proposed by the Contractor may be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.

D. 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.

E. 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.

F. 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.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien 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.

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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.

H. 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. Sustainable design action plans, including preliminary project materials cost data.
7. Schedule of unit prices.
8. Submittal schedule (preliminary if not final).
9. List of Contractor's staff assignments.
10. List of Contractor's principal consultants.
11. Copies of building permits.
12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
13. Initial progress report.
14. Report of preconstruction conference.
15. Certificates of insurance and insurance policies.
16. Performance and payment bonds.
17. Data needed to acquire Owner's insurance.

I. 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.

    a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures."

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. 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. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Updated final statement, accounting for final changes to the Contract Sum.
5. AIA Document G706.
6. AIA Document G706A.
7. AIA Document G707.
8. Evidence that claims have been settled.

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9. 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.
10. Final liquidated damages settlement statement.
11. Proof that taxes, fees, and similar obligations are paid.
12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Web-based Project management software package.
6. Project meetings.

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

C. Related Requirements:

1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. BIM: Building Information Modeling.

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

1.4 INFORMATIONAL SUBMITTALS

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

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

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B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, 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, in web-based Project software directory, and in prominent location in each built facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

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

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

B. 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.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated 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:

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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 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 Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative 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 plenums to accommodate layout of light fixtures and other components 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, switchboard, 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.

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9. Review: Architect will review coordination drawings to confirm that, in general, 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 suitable modifications and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."

C. Coordination Drawing Process: Prepare coordination drawings in the following manner:

1. Schedule submittal and review of Fire Sprinkler, Plumbing, HVAC, and Electrical Shop Drawings to make required changes prior to preparation of coordination drawings.
2. Commence routing of coordination drawing files with HVAC Installer, who will provide drawing plan files denoting approved ductwork. HVAC Installer will locate ductwork and piping on a single layer, using orange color. Forward drawings to Plumbing Installer.
3. Plumbing Installer will locate plumbing and equipment on a single layer, using blue color.
4. Fire Sprinkler Installer will locate piping and equipment, using red color. Fire Sprinkler Installer shall forward drawing files to Electrical Installer.
5. Electrical Installer will indicate service and feeder conduit runs and equipment in green color. Electrical Installer shall forward drawing files to Communications and Electronic Safety and Security Installer.
6. Communications and Electronic Safety and Security Installer will indicate cable trays and cabling runs and equipment in purple color. Communications and Electronic Safety and Security Installer shall forward completed drawing files to Contractor.
7. Contractor shall perform the final coordination review. As each coordination drawing is completed, Contractor will meet with Architect to review and resolve conflicts on the coordination drawings.

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

1. File Preparation Format:

   a. Same digital data software program, version, and operating system as original Drawings.
   b. DWG, Version 2017, operating in Microsoft Windows operating system.

2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format.

3. 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 AutoCAD 2017 operating in Microsoft Windows operating system.
   c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

1.7 REQUEST FOR INFORMATION (RFI)

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

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1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner 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. Owner name.
3. Owner's Project number.
4. Name of Architect.
5. Architect's Project number.
6. Date.
7. Name of Contractor.
8. RFI number, numbered sequentially.
9. RFI subject.
10. Specification Section number and title and related paragraphs, as appropriate.
11. Drawing number and detail references, as appropriate.
12. Field dimensions and conditions, as appropriate.
13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
14. Contractor's signature.
15. 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: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven 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 by Architect 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 Section 01 26 00 "Contract Modification Procedures."

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a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 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 Use software log that is part of the Architect's web-based Project management software. 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.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

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 three days if Contractor disagrees with response.

1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Architect's Data Files Not Available: Architect will not provide Architect's CAD drawing digital data files for Contractor's use during construction.

B. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD 2017 operating in Microsoft Windows operating system.
4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
5. The following digital data files will be furnished for each appropriate discipline:

a. Floor plans.
b. Reflected ceiling plans.

C. Web-Based Project Management Software Package: Use Architect's web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.

1. Web-based Project management software includes, at a minimum, the following features:

a. Compilation of Project data, including Contractor, subcontractors, Architect, Architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.

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b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
c. Document workflow planning, allowing customization of workflow between project entities.
d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
e. Track status of each Project communication in real time, and log time and date when responses are provided.
f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
g. Processing and tracking of payment applications.
h. Processing and tracking of contract modifications.
i. Creating and distributing meeting minutes.
j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
k. Management of construction progress photographs.
l. Mobile device compatibility, including smartphones and tablets.

2. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.

D. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.9 PROJECT MEETINGS

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

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

B. Preconstruction Conference: Architect will 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. 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.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Responsibilities and personnel assignments.

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

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for 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. Sustainable design requirements.
i. Review of mockups.
j. Possible conflicts.
k. Compatibility requirements.
l. Time schedules.
m. Weather limitations.
n. Manufacturer's written instructions.
o. Warranty requirements.
p. Compatibility of materials.

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q. Acceptability of substrates.
r. Temporary facilities and controls.
s. Space and access limitations.
t. Regulations of authorities having jurisdiction.
u. Testing and inspecting requirements.
v. Installation procedures.
w. Coordination with other work.
x. Required performance results.
y. Protection of adjacent work.
z. 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.

D. Project Closeout Conference: Architect will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 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. Procedures for completing and archiving web-based Project software site data files.
d. Submittal of written warranties.
e. Requirements for completing sustainable design documentation.
f. Requirements for preparing operations and maintenance data.
g. Requirements for delivery of material samples, attic stock, and spare parts.
h. Requirements for demonstration and training.
i. Preparation of Contractor's punch list.
j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
k. Submittal procedures.
l. Coordination of separate contracts.
m. Owner's partial occupancy requirements.
n. Installation of Owner's furniture, fixtures, and equipment.
o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Architect will 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,

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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) Resolution of BIM component conflicts.
        4) Status of submittals.
        5) Status of sustainable design documentation.
        6) Deliveries.
        7) Off-site fabrication.
        8) Access.
        9) Site use.
        10) Temporary facilities and controls.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Status of correction of deficient items.
        14) Field observations.
        15) Status of RFIs.
        16) Status of Proposal Requests.
        17) Pending changes.
        18) Status of Change Orders.
        19) Pending claims and disputes.
        20) 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.

F. Coordination Meetings: Conduct Project coordination meetings at regular 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.

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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 use.
9) Temporary facilities and controls.
10) Work hours.
11) Hazards and risks.
12) Progress cleaning.
13) Quality and work standards.
14) Status of RFIs.
15) Proposal Requests.
16) Change Orders.
17) Pending changes.

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 SECTION 01 31 00

NOT FOR BIDDING PURPOSES

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SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 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. Unusual event reports.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.
2. Section 01 40 00 "Quality Requirements" for schedule of tests and inspections.

1.2 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 completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

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 the critical path of Project and when activities can be performed.

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 is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

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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 labor and equipment necessary for completing an activity as scheduled.

1.3 INFORMATIONAL SUBMITTALS

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

1. Working electronic copy of schedule file.
2. PDF file.

B. Startup construction schedule.

1. Submittal 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.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports to 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 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 each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
3. Total Float Report: List of activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

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

G. Daily Construction Reports: Submit at monthly intervals.

H. Material Location Reports: Submit at monthly intervals.

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

J. Unusual Event Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

NOT FOR BIDDING PURPOSES

1.4 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 Section 01 31 00 "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 phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
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.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.5 COORDINATION

A. 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.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

1. Use Microsoft Project, Primavera, Meridian Prolog for current Windows operating system.

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

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

C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

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

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D. Activities: Treat each floor 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. Temporary Facilities: Indicate start and completion dates for the following as applicable:

    a. Securing of approvals and permits required for performance of the Work.
    b. Temporary facilities.
    c. Construction of mock-ups, prototypes and samples.
    d. Owner interfaces and furnishing of items.
    e. Interfaces with Separate Contracts.
    f. Regulatory agency approvals.
    g. Punch list.

3. Procurement Activities: Include procurement process activities for the following long lead-time 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.

4. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
6. 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.
7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use-of-premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

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

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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.
n. Commissioning.

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.

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

G. 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 Section 01 29 00 "Payment Procedures" for cost reporting and payment procedures.

H. 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 the Contract Time.

I. 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.

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J. 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, equipment required to achieve compliance, and date by which recovery will be accomplished.

K. 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.

1.7 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for the Notice to Proceed.

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] <Insert number> days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.8 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.

1. 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.

1.9 CPM SCHEDULE REQUIREMENTS

A. Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.

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a. Failure to include any work item required for performance of this Contract must not excuse Contractor from completing all work within applicable completion dates.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

a. Preparation and processing of submittals.
b. Mobilization and demobilization.
c. Purchase of materials.
d. Delivery.
e. Fabrication.
f. Utility interruptions.
g. Installation.
h. Work by Owner that may affect or be affected by Contractor's activities.
i. Testing and inspection.
j. Commissioning.
k. Punch list and Final Completion.
l. Activities occurring following Final Completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates to be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of **5** percent of the Contract Sum.

a. Each activity cost to reflect an appropriate value subject to approval by Architect.
b. Total cost assigned to activities to equal the total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

NOT FOR BIDDING PURPOSES

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
    a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    b. Submit value summary printouts one week before each regularly scheduled progress meeting.

1.10 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. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.

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11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.
13. Emergency procedures.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.
16. Construction Change Directives received and implemented.
17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List to be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. 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.

D. Unusual Event Reports: 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, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00

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SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

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

1. Preconstruction photographs.
2. Concealed Work photographs.
3. Periodic construction photographs.
4. Final Completion construction photographs.

B. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
2. Section 02 41 19 "Selective Demolition" for photographic documentation before selective demolition operations commence.

1.2 INFORMATIONAL SUBMITTALS

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

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in web-based Project management software site:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of location, vantage point, and direction.
g. Unique sequential identifier keyed to accompanying key plan.

1.3 QUALITY ASSURANCE

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

B. Construction Webcam Service Provider: A firm specializing in providing photographic equipment, web-based software, and related services for construction projects, with a record of providing satisfactory services similar to those required for Project.

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1.4 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. Metadata: Record accurate date and time from camera.

D. File Names: Name media files with date Project area and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs with maximum depth of field and in focus.

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

B. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.

1. Flag construction limits before taking construction photographs.
2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
3. Take 20 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

C. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:

1. Underground utilities.
2. Underslab services.
3. Piping.
4. Electrical conduit.
5. Waterproofing and weather-resistant barriers.

D. Periodic Construction Photographs: Take 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

E. Final Completion Construction Photographs: Take 50 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

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

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.

NOT FOR BIDDING PURPOSES

3. Circumstances that could require additional photographs include, but are not limited to, the following:

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 33

NOT FOR BIDDING PURPOSES

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 31 00 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 01 32 33 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
5. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
6. Section 01 77 00 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
7. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

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

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

1.3 SUBMITTAL SCHEDULE

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

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

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

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

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled date of fabrication.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Submittal number shall use Specification Section number followed by a dash and then a sequential number (e.g., 061000-01). Resubmittals shall include an alphabetic suffix (e.g., 061000-01A).

    1) Number and title of appropriate Specification Section.

12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

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C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
5. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.

E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

F. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
2. Paper: Prepare submittals in paper form and deliver to Architect.

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

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

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

NOT FOR BIDDING PURPOSES

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

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

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

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

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

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

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

1.6 SUBMITTAL REQUIREMENTS

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

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

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

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

NOT FOR BIDDING PURPOSES

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

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

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

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

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

a. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

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

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

3. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
4. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

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

NOT FOR BIDDING PURPOSES

6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

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

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

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

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

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

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

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

NOT FOR BIDDING PURPOSES

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.7 DELEGATED DESIGN SERVICES

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

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

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

NOT FOR BIDDING PURPOSES

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

1.8 CONTRACTOR'S REVIEW

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

B. Contractor's Approval: Indicate Contractor's approval for each submittal with indication in web-based Project management software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.

1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

3. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.

a. Actions taken by indication on Project management software website.

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

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

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

E. Architect will return without review submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

NOT FOR BIDDING PURPOSES

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

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

1.2 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, 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.

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

C. 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, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.

1. Mockups are used for one or more of the following:

a. Verify selections made under Sample submittals.
b. Demonstrate aesthetic effects.
c. Demonstrate the qualities of products and workmanship.
d. Demonstrate successful installation of interfaces between components and systems.
e. Perform preconstruction testing to determine system performance.

2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.

NOT FOR BIDDING PURPOSES

3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. 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. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."

I. 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.

J. 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. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED DESIGN SERVICES

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

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

B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.

NOT FOR BIDDING PURPOSES

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is 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 ACTION SUBMITTALS

A. Mockup Shop Drawings:

1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 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 submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

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.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, 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.

NOT FOR BIDDING PURPOSES

1.7 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 and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified 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. Distinguish source quality-control tests and inspections from field quality-control 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.

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 the 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.

1.8 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, telephone number, and email address 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 inspection.

NOT FOR BIDDING PURPOSES

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, telephone number, and email address 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 of 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, telephone number, and email address 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 of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

A. 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. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

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, applying, 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 is similar in material, design, and extent to those indicated for this Project.

NOT FOR BIDDING PURPOSES

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

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

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

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, demonstrate, repair, and perform service on installations 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's Responsibilities:

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. When testing is complete, remove test specimens and test 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, 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 of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.

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

NOT FOR BIDDING PURPOSES

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

1.10 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 inspection they are engaged to perform.
2. Payment for these services will be made from testing and inspection allowances specified in Section 01 21 00 "Allowances," as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

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

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. Engage a qualified testing agency to perform quality-control services.

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

D. 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 locations from which test samples will be taken and in which in-situ tests are conducted.

NOT FOR BIDDING PURPOSES

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 duties of Contractor.

E. 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 Section 01 33 00 "Submittal Procedures."

F. 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 preinstallation 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.

G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives 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 inspection. 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 inspection equipment at Project site.

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

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 and submit with each Application for Payment.

1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
2. 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.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner [, as indicated in the Statement of Special Inspections attached to this Section, and as follows:

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1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing 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 reinspecting 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.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, 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 Section 01 73 00 "Execution."

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

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

END OF SECTION 01 40 00

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SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 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": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

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.

1.2 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.

1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

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.

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

1.3 ABBREVIATIONS AND ACRONYMS

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

B. Industry Organizations, List: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; (see FGIA).
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; www.concrete.org.
9. ACP - American Clean Power; (Formerly: American Wind Energy Association); www.cleanpower.org.
10. ACPA - American Concrete Pipe Association; www.concretepipe.org.
11. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
12. AF&PA - American Forest & Paper Association; www.afandpa.org.
13. AGA - American Gas Association; www.aga.org.
14. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
15. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
16. AI - Asphalt Institute; www.asphaltinstitute.org.
17. AIA - American Institute of Architects (The); www.aia.org.
18. AISC - American Institute of Steel Construction; www.aisc.org.
19. AISI - American Iron and Steel Institute; www.steel.org.
20. AITC - American Institute of Timber Construction; (see PLIB).
21. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
22. AMPP - Association for Materials Protection and Performance; www.ampp.org.
23. ANSI - American National Standards Institute; www.ansi.org.
24. AOSA/SCST - Association of Official Seed Analysts (The)/Society of Commercial Seed Technologists (The); www.analyzeseeds.com.
25. APA - APA - The Engineered Wood Association; www.apawood.org.
26. APA - Architectural Precast Association; www.archprecast.org.
27. API - American Petroleum Institute; www.api.org.
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASA - Acoustical Society of America; www.acousticalsociety.org.
30. ASCE - American Society of Civil Engineers; www.asce.org.
31. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (see ASCE).
32. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
33. ASME - ASME International; [**American Society of Mechanical Engineers (The)**]; www.asme.org.

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34. ASSE - ASSE International; (American Society of Sanitary Engineering); www.asse-plumbing.org.
35. ASSP - American Society of Safety Professionals; www.assp.org.
36. ASTM - ASTM International; www.astm.org.
37. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
38. AVIXA - Audiovisual and Integrated Experience Association; www.avixa.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - Business and Institutional Furniture Manufacturer's Association; www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; www.bwfbadminton.com.
50. CARB - California Air Resources Board; www.arb.ca.gov.
51. CDA - Copper Development Association Inc.; www.copper.org.
52. CE - Conformite Europeenne (European Commission); www.ec.europa.eu/growth/single-market/ce-marking.
53. CEA - Canadian Electricity Association; www.electricity.ca.
54. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
55. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
56. CGA - Compressed Gas Association; www.cganet.com.
57. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
58. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
59. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
60. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
61. CPA - Composite Panel Association; www.compositepanel.org.
62. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
63. CRRC - Cool Roof Rating Council; www.coolroofs.org.
64. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
65. CSA - CSA Group; www.csagroup.org.
66. CSI - Cast Stone Institute; www.caststone.org.
67. CSI - Construction Specifications Institute (The); www.csiresources.org.
68. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
69. CTA - Consumer Technology Association; www.cta.tech.
70. CTI - Cooling Technology Institute; www.coolingtechnology.org.
71. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
72. DHA - Decorative Hardwoods Association; www.decorativehardwoods.org.
73. DHI - Door and Hardware Institute; www.dhi.org.
74. ECIA - Electronic Components Industry Association; www.ecianow.org.
75. EIMA - EIFS Industry Members Association; www.eima.com.
76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. EOS/ESD - EOS/ESD Association, Inc.; Electrostatic Discharge Association; www.esda.org.
78. ESTA - Entertainment Services and Technology Association; www.esta.org.
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FGIA - Fenestration and Glazing Industry Alliance; https://fgiaonline.org.
82. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
83. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
84. FM Approvals - FM Approvals LLC; www.fmapprovals.com.
85. FM Global - FM Global; www.fmglobal.com.

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86. FRSA - Florida Roofing and Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
87. FSA - Fluid Sealing Association; www.fluidsealing.com.
88. FSC - Forest Stewardship Council U.S.; www.fscus.org.
89. GA - Gypsum Association; www.gypsum.org.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HMMA - Hollow Metal Manufacturers Association; (see NAAMM).
93. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
94. IAS - International Accreditation Service; www.iasonline.org.
95. ICC - International Code Council; www.iccsafe.org.
96. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
97. ICPA - International Cast Polymer Association (The); www.theicpa.com.
98. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
99. IEC - International Electrotechnical Commission; www.iec.ch.
100. IEEE SA - IEEE Standards Association; https://standards.ieee.org.
101. IES - Illuminating Engineering Society; www.ies.org.
102. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
103. IGMA - Insulating Glass Manufacturers Alliance; (see FGIA).
104. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
105. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
106. Intertek - Intertek Group; www.intertek.com.
107. ISA - International Society of Automation (The); www.isa.org.
108. ISFA - International Surface Fabricators Association; www.isfanow.org.
109. ISO - International Organization for Standardization; www.iso.org.
110. ITU - International Telecommunication Union; www.itu.int.
111. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
112. LPI - Lightning Protection Institute; www.lightning.org.
113. MBMA - Metal Building Manufacturers Association; www.mbma.com.
114. MCA - Metal Construction Association; www.metalconstruction.org.
115. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
116. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
117. MHI - Material Handling Industry; www.mhi.org.
118. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
119. MPI - Master Painters Institute; www.paintinfo.com.
120. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry, Inc.; www.msshq.org.
121. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
122. NACE - NACE International; (National Association of Corrosion Engineers International); (see AMPP).
123. NADCA - National Air Duct Cleaners Association; www.nadca.com.
124. NAIMA - North American Insulation Manufacturers Association; www.insulationinstitute.org.
125. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
126. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
127. NBI - New Buildings Institute; www.newbuildings.org.
128. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
129. NCMA - National Concrete Masonry Association; www.ncma.org.
130. NEBB - National Environmental Balancing Bureau; www.nebb.org.
131. NECA - National Electrical Contractors Association; www.necanet.org.
132. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
133. NEMA - National Electrical Manufacturers Association; www.nema.org.
134. NETA - InterNational Electrical Testing Association; www.netaworld.org.
135. NFHS - National Federation of State High School Associations; www.nfhs.org.
136. NFPA - National Fire Protection Association; www.nfpa.org.
137. NFPA - NFPA International; (see NFPA).
138. NFRC - National Fenestration Rating Council; www.nfrc.org.
139. NGA - National Glass Association; www.glass.org.

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140. NHLA - National Hardwood Lumber Association; www.nhla.com.
141. NLGA - National Lumber Grades Authority; www.nlga.org.
142. NOFMA - National Oak Flooring Manufacturers Association; (see NWFA).
143. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
144. NRCA - National Roofing Contractors Association; www.nrca.net.
145. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
146. NSF - NSF International; www.nsf.org.
147. NSI - Natural Stone Institute; www.naturalstoneinstitute.org.
148. NSPE - National Society of Professional Engineers; www.nspe.org.
149. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
150. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
151. NWFA - National Wood Flooring Association; www.nwfa.org.
152. NWRA - National Waste & Recycling Association; www.wasterecycling.org.
153. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
154. PDI - Plumbing & Drainage Institute; www.pdionline.org.
155. PLASA - PLASA; www.plasa.org.
156. PLIB - Pacific Lumber Inspection Bureau; www.plib.org.
157. PVCPA - Uni-Bell PVC Pipe Association; www.uni-bell.org.
158. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
159. RFCI - Resilient Floor Covering Institute; www.rfci.com.
160. RIS - Redwood Inspection Service; (see WWPA).
161. SAE - SAE International; www.sae.org.
162. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
163. SDI - Steel Deck Institute; www.sdi.org.
164. SDI - Steel Door Institute; www.steeldoor.org.
165. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (see ASCE).
167. SIA - Security Industry Association; www.securityindustry.org.
168. SJI - Steel Joist Institute; www.steeljoist.org.
169. SMA - Screen Manufacturers Association; www.smainfo.org.
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
171. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
172. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
173. SPIB - Southern Pine Inspection Bureau; www.spib.org.
174. SPRI - Single Ply Roofing Industry; www.spri.org.
175. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
176. SSINA - Specialty Steel Industry of North America; www.ssina.com.
177. SSPC - SSPC: The Society for Protective Coatings; (see AMPP).
178. STI/SPFA - Steel Tank Institute/Steel Plate Fabricators Association; www.steeltank.com.
179. SWI - Steel Window Institute; www.steelwindows.com.
180. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
181. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
182. TCNA - Tile Council of North America, Inc.; www.tcnatile.com.
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.kbcdco.tema.org.
184. TIA - Telecommunications Industry Association (The); www.tiaonline.org.
185. TMS - The Masonry Society; www.masonrysociety.org.
186. TPI - Truss Plate Institute; www.tpinst.org.
187. TPI - Turfgrass Producers International; www.turfgrasssod.org.
188. TRI - Tile Roofing Industry Alliance; www.tileroofing.org.
189. ULSE - UL Standards & Engagement Inc.; www.ulse.org.
190. UL - UL Solutions Inc.; www.ul.com.
191. USAV - USA Volleyball; www.usavolleyball.org.
192. USGBC - U.S. Green Building Council; www.usgbc.org.
193. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
194. WA - Wallcoverings Association; www.wallcoverings.org.

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195. WCLIB - West Coast Lumber Inspection Bureau; (see PLIB).
196. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
197. WDMA - Window & Door Manufacturers Association; www.wdma.com.
198. WI - Woodwork Institute; www.woodworkinstitute.com.
199. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
200. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. CPSC - U.S. Consumer Product Safety Commission; www.cpsc.gov.
2. DOC - U.S. Department of Commerce; www.commerce.gov.
3. DOD - U.S. Department of Defense; www.defense.gov.
4. DOE - U.S. Department of Energy; www.energy.gov.
5. DOJ - U.S. Department of Justice; www.ojp.usdoj.gov
6. DOS - U.S. Department of State; www.state.gov.
7. EPA - United States Environmental Protection Agency; www.epa.gov.
8. FAA - Federal Aviation Administration; www.faa.gov.
9. GPO - U.S. Government Publishing Office; www.gpo.gov.
10. GSA - U.S. General Services Administration; www.gsa.gov.
11. HUD - U.S. Department of Housing and Urban Development; www.hud.gov.
12. LBNL - Lawrence Berkeley National Laboratory; Energy Technologies Area; www.lbl.gov/.
13. NIST - National Institute of Standards and Technology; www.nist.gov.
14. OSHA - Occupational Safety & Health Administration; www.osha.gov.
15. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
16. USACE - U.S. Army Corps of Engineers; www.usace.army.mil.
17. USDA - U.S. Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
18. USDA - U.S. Department of Agriculture; Rural Utilities Service; www.usda.gov.
19. USP - U.S. Pharmacopeial Convention; www.usp.org.
20. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from U.S. Government Publishing Office; www.govinfo.gov.
2. DOD - U.S. Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.
3. DSCC - Defense Supply Center Columbus; (see FS).
4. FED-STD - Federal Standard; (see FS).
5. FS - Federal Specification; Available from DLA Document Services; www.dsp.dla.mil/Specs-Standards/.

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a. Available from Defense Standardization Program; www.dsp.dla.mil.
b. Available from U.S. General Services Administration; www.gsa.gov.
c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.

6. MILSPEC - Military Specifications and Standards; (see DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (see USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. DelDOT; State of Delaware; Department of Transportation; https://deldot.gov/
2. DFM; State of Delaware; Office of Management and Budget; Division of Facilities Management; https://dfm.delaware.gov/
3. DHSS; State of Delaware; Department of Health and Social Services; https://dhss.delaware.gov/dhss/
4. DNREC; State of Delaware; Department of Natural Resources and Environmental Control; https://dnrec.alpha.delaware.gov/
5. DTCC; Delaware Technical and Community College; https://www.dtcc.edu/
6. DOA; State of Delaware; Department of Agriculture; https://agriculture.delaware.gov/
7. DOC; State of Delaware; Department of Correction; https://doc.delaware.gov/
8. DOE; State of Delaware; Department of Education; https://education.delaware.gov/
9. DOF; State of Delaware; Department of Finance; https://finance.delaware.gov/
10. DOI; State of Delaware; Department of Insurance; https://insurance.delaware.gov/
11. DOJ; State of Delaware; Department of Justice; https://attorneygeneral.delaware.gov/
12. DOL; State of Delaware; Department of Labor; https://labor.delaware.gov/
13. DOS; State of Delaware; Department of State; https://sos.delaware.gov/
14. DTI; State of Delaware; Department of Technology and Information; https://dti.delaware.gov/
15. DSHS; State of Delaware; Department of Safety and Homeland Security; https://dshs.delaware.gov/
16. DSP; State of Delaware; Delaware State Police; https://dsp.delaware.gov/
17. GSS; State of Delaware; Office of Management and Budget; Government Support Services, https://gss.omb.delaware.gov/
18. OMB; State of Delaware; Office of Management and Budget; https://omb.delaware.gov/

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:

1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.
2. Section 01 21 00 "Allowances" for allowance for metered use of temporary utilities.

1.2 USE CHARGES

A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Owner will pay sewer-service use charges for sewer usage by all entities for construction operations.

C. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.

D. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.

E. 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.

F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

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D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste-handling procedures.
5. Other dust-control measures.

G. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by Owner. Include the following:

1. Methods used to meet the goals and requirements of Owner.
2. Concrete cutting method(s) to be used.
3. Location of construction devices on the site.
4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with Owner.
6. Indicate locations of sensitive equipment areas or other areas requiring special attention as identified by Owner. Indicate means for complying with Owner's requirements.

1.4 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.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the DOJ's "2010 ADA Standards for Accessible Design", ICC A117.1, and The State if Delaware Architectural accessibility Standards.

NOT FOR BIDDING PURPOSES

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts.

B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

C. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

D. Wood Enclosure Fence: Plywood, 6 feet (1.8 m) high, framed with four 2-by-4-inch (50-by-100-mm) rails, with preservative-treated wood posts spaced not more than 8 feet (2.4 m) apart.

E. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.

F. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches (914 by 1524 mm).

G. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

A. Field Offices:

1. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, and bookcases.
2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall.
3. Drinking water and private toilet.
4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).

NOT FOR BIDDING PURPOSES

5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

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

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction**.**

C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities 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.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

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1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
    a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
    1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service:
    1. Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
    1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.

D. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
    1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

E. Electric Power Service:
    1. Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
    2. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
        a. Connect temporary service to Owner's existing power source, as directed by Owner.

F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

NOT FOR BIDDING PURPOSES

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment for each field office.

1. At each telephone, post a list of important telephone numbers.

a. Police and fire departments.
b. Ambulance service.
c. Contractor's home office.
d. Contractor's emergency after-hours telephone number.
e. Architect's office.
f. Engineers' offices.
g. Owner's office.
h. Principal subcontractors' field and home offices.

H. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.

I. Project Computer: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:

1. Processor: Intel Core i5 or i7.
2. Memory: 16 gigabyte.
3. Disk Storage: 1-terabyte hard-disk drive and combination DVD-RW/CD-RW drive.
4. Display: 24-inch (610-mm) LCD monitor with 256-Mb dedicated video RAM.
5. Full-size keyboard and mouse.
6. Network Connectivity: 10/100BaseT Ethernet.
7. Operating System: Microsoft Windows 10 Professional.
8. Productivity Software:

a. Microsoft Office Professional, 2013 or higher, including Word, Excel, and Outlook.
b. Adobe Reader DC.
c. WinZip 10.0 or higher.

9. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
10. Internet Service: Broadband modem, router, and ISP, equipped with hardware firewall, providing minimum 10.0-Mbps upload and 15-Mbps download speeds at each computer.
11. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
12. Backup: External hard drive, minimum 2 terrabytes, with automated backup software providing daily backups.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
2. Utilize designated area within existing building for temporary field offices.

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3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Storage and Staging: Use designated areas of Project site for storage and staging needs.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

2. Maintain and touch up signs, so they are legible at all times.

G. Waste Disposal Facilities:

1. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
2. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

H. 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.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. 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.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

NOT FOR BIDDING PURPOSES

1. Comply with work restrictions specified in Section 01 10 00 "Summary."

C. Temporary Erosion and Sedimentation Control:

1. Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
2. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

    a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
    b. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
    c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
    d. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard, with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
2. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

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a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.

3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

NOT FOR BIDDING PURPOSES

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

NOT FOR BIDDING PURPOSES

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of This 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. Section 01 10 00 "Summary" for Contractor requirements related to Owner-furnished products.
2. Section 01 21 00 "Allowances" for products selected under an allowance.
3. Section 01 23 00 "Alternates" for products selected under an alternate.
4. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
5. Section 01 42 00 "References" for applicable industry standards for products specified.
6. Section 01 77 00 "Closeout Procedures" for submitting warranties.

1.2 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. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products unless otherwise indicated.
3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, 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 single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

1. Evaluating Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

NOT FOR BIDDING PURPOSES

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:

1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
2. Data indicating compliance with the requirements specified in "Comparable Products" Article.

E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 01 33 00 "Submittal Procedures."

F. Substitution: Refer to Section 01 25 00 "Substitution Procedures" for definition and limitations on substitutions.

1.3 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. Resolution of Compatibility Disputes between Multiple Contractors:

a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products will be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is inconspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

a. Name of product and manufacturer.
b. Model and serial number.
c. Capacity.
d. Speed.
e. Ratings.

3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

NOT FOR BIDDING PURPOSES

1.4 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.5 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 that products are undamaged and properly protected.

C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections are to 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 standard warranty form furnished by individual manufacturer for a particular product and issued in the name of Owner or endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of Owner or endorsed by manufacturer to Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

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1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00 "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 meeting 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 Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

    a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by Architect, whose determination is final.

B. Product Selection Procedures:

1. Sole 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.

    a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."

2. Sole 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.

    a. Sole manufacturer / source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."

3. Limited List of Products: 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.

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a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."

4. Non-Limited List of Products: 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.

a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.

5. Limited List of Manufacturers: 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.

a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."

6. Non-Limited List of Manufacturers: 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.

a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.

7. 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 may additionally 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.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 25 00 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require the phrase "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 Section 01 25 00 "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 a 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.

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E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

1. Select products for which sustainable design documentation submittals are available from manufacturer.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: 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 the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
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.

B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation within **seven** days of receipt of a request for a comparable product. Architect will notify Contractor of approval or rejection of proposed comparable product within **15** days of receipt of request, or **seven** days of receipt of additional information or documentation, whichever is later.

1. Architect's Approval of Submittal: Indication of approval in web-based Project management software. See Section 01 33 00 "Submittal Procedures."
2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

C. Submittal Requirements, Two-Step Process: Approval by Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

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SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 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.
3. Installation.
4. Cutting and patching.
5. Coordination of Owner's portion of the Work.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.
9. Correction of the Work.

B. Related Requirements:

1. Section 01 10 00 "Summary" for coordination of Owner-furnished products , Owner-performed work , Owner's separate contracts, and limits on use of Project site.
2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
4. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 PREINSTALLATION MEETINGS

A. Cutting and Patching Conference: Conduct conference at Project site.

1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

a. Contractor's superintendent.
b. Trade supervisor responsible for cutting operations.
c. Trade supervisor(s) responsible for patching of each type of substrate.

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d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.

2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

B. Layout Conference: Conduct conference at Project site.

1. Prior to establishing layout of new and existing perimeter and structural column grid(s), review building location requirements. Review benchmark, control point, and layout and dimension requirements. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with Project layout to attend, including the following:

a. Contractor's superintendent.

2. Review meanings and intent of dimensions, notes, terms, graphic symbols, and other layout information indicated on the Drawings.
3. Review requirements for including layouts on Shop Drawings and other submittals.
4. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore,

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brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

    a. Primary operational systems and equipment.
    b. Fire separation assemblies.
    c. Air or smoke barriers.
    d. Fire-suppression systems.
    e. Plumbing piping systems.
    f. Mechanical systems piping and ducts.
    g. Control systems.
    h. Communication systems.
    i. Fire-detection and -alarm systems.
    j. Electrical wiring systems.
    k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

    a. Water, moisture, or vapor barriers.
    b. Membranes and flashings.
    c. Exterior curtain-wall construction.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. 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 sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

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C. 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 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, 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, gas service piping, 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.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

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.

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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, submit a request for information to Architect in accordance with requirements in Section 01 31 00 "Project Management and Coordination."

3.3 INSTALLATION

A. 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, unless otherwise indicated on Drawings.

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 satisfactory results as judged by Architect. 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 of type expected for Project.

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: Select tools or equipment that minimize production of excessive 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 portions of the 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 with manufacturer.

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.

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I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.4 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 01 10 00 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

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2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 COORDINATION OF OWNER'S PORTION OF THE WORK

A. Site Access: Provide access to Project site for Owner's construction personnel and Owner's separate contractors.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel and Owner's separate contractors.

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. Preinstallation Conferences: Include Owner's construction personnel and Owner's separate contractors at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

A. 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, in accordance with regulations.

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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 in accordance with 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: 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 Section 01 74 19 "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 ensure 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. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

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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. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

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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

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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:

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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).

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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. Ensure 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.

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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 017419

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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)

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final Completion procedures.
3. List of incomplete items.
4. Submittal of Project warranties.
5. Final cleaning.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
2. Section 01 32 33 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
3. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
4. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

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.

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1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by 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, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    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 Architect's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
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 Section 01 79 00 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
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.

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10. Touch up paint 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. Request reinspection 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. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 01 29 00 "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 will 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.
5. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance 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 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. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS

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.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

a. Project name.
b. Date.

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c. Name of Architect.
d. Name of Contractor.
e. Page number.

4. Submit list of incomplete items in the following format:

a. MS Excel Electronic File: Architect will return annotated file.
b. PDF Electronic File: Architect will return annotated file.
c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 5 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit by uploading to web-based project software site.

E. Warranties in Paper Form:

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.

F. 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.

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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 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 not planted, mulched, or 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. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
i. Vacuum and mop concrete.
j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.
k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
l. Remove labels that are not permanent.
m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
p. 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 ACR. Provide written report on completion of cleaning.

q. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
r. Clean strainers.
s. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

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D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

3.2 CORRECTION OF THE WORK

A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

3.3 CLOSEOUT PROCEDURE CHECKLIST

A. Final Closeout Package to include, but not limited to the following:
1. Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid.
2. Form G704 Substantial Completion
3. Form G706 Affidavit of Payment of Debts and Claims
4. Form 706A Release of Liens Contractor / Subcontractor
5. Form 707 Consent of Surety Company
6. Final Payment Application.
7. Design Review Summary's (Provided by the Owner)
8. Construction Meeting Minutes
9. General Correspondence (Provided by the Owner)
10. Certificate of Occupancy
11. Environmental Certificates
12. Warranties (Letter of Guarantee and Warranty Info), for ALL Subcontractors and General Contractor
13. Operations and Maintenance Manuals
14. Instruction Manuals.
15. Hard Copies and PDF Copies of Red-marked As-Built Drawings and Specifications
16. 2 sets of AutoCAD As-built drawing discs. Updated CAD files (Provided by the Professional)
17. Test & Balancing Reports
18. Field Reports/Inspection Reports
19. Pest Control Final Inspection Report & Warranty (Slabs over 400SF)
20. Affidavit of Discharge of State Tax Liability
21. Copy of completed final punch list signed off on by Owner's Rep
22. Contractor's Punch list Closeout Letter.
23. Construction Photographs.

B. All Closeout Documents shall be provided with two (2) hard copies and two (2) PDF copies on Archive grade "Gold" CD/DVD's. CD/DVD to be formatted to allow Professional to add files to the CD?DVD as outlined herein.

C. 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.

END OF SECTION 01 77 00

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SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.2 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

1. Submit by uploading to web-based project software site. Enable reviewer comments on draft submittals.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

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1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

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1.5 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual to contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation in accordance with ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.6 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:

1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

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1.7 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

1.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.

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5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

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C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

    a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

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J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

1.10 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23

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SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 73 00 "Execution" for final property survey.
2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Section 01 79 00 “Demonstration and Training” for demonstration and training documentation requirement.

1.3 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. Initial Submittal:

1) Submit PDF electronic files of scanned record prints.
2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit one paper-copy set(s) of original marked-up record prints, one (1) color paper-copy of scanned original marked-up record prints.
2) Submit PDF electronic files of scanned Record Prints on two set(s) of file prints, on Archive grade “Gold” CD/DVD’s.
3) Submit Record As-Built Digital Data CADD Files, provided by the Architect, two set(s), on Archive grade “Gold” CD/DVD’s.

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4) Plot each drawing file, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files on two set(s) of file prints, on Archive grade "Gold" CD/DVD's, and two paper copies of Project's Specifications, including addenda and Contract modifications.

A. Record Product Data: Submit annotated PDF electronic files on two set(s) of file prints, on Archive grade "Gold" CD/DVD's, and directories and two paper copies of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

A. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files on two set(s) of file prints, on Archive grade "Gold" CD/DVD's, and directories and two paper copies of each submittal.

B. Reports: Submit written report weekly indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.

NOT FOR BIDDING PURPOSES

n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: As required by OMB/DFM standards, provided by the Architect, reflecting the Contractor annotated red marked as-built 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 with one set of digital data files of the Contract Drawings for use in recording information.

a. See Section 01 31 00 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
b. Architect will provide data file layer information. Record markups in separate layers.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file.
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.

1.5 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

NOT FOR BIDDING PURPOSES

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders**, Record Product Data,** and Record Drawings where applicable.

B. Format: Submit record specifications as annotated PDF electronic file on two set(s) of file prints, on Archive grade "Gold" CD/DVD's, and two paper copies.

1.6 RECORD PRODUCT DATA

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. 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.

C. Format: Submit Record Product Data as annotated PDF electronic file on two set(s) of file prints, on Archive grade "Gold" CD/DVD's, and two paper copies.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.7 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 on two set(s) of file prints, on Archive grade "Gold" CD/DVD's and two paper copies.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents 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.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

NOT FOR BIDDING PURPOSES

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at **Project site**.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Engineering Survey: Submit engineering survey of condition of building.

C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection , for dust control and , for noise control. Indicate proposed locations and construction of barriers.

D. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

F. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

NOT FOR BIDDING PURPOSES

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove the following items:

a. IT equipment: Computers, monitors, keyboards/mouse, phones, etc.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

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B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged.
2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.4 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.

NOT FOR BIDDING PURPOSES

5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
4. Maintain fire watch during and for at least 24 hours after flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly. **Comply with requirements in Section 017419 "Construction Waste Management and Disposal."**

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.

NOT FOR BIDDING PURPOSES

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition **and cleaned** and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Floor Coverings and base: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers. If needed, insert requirements for other types of finishes.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction, and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.9 SELECTIVE DEMOLITION SCHEDULE

A. Remove:
1. Existing Casework/Desks
2. Carpet and base.
3. Framed stairs and ramps.
4. Stair and ramp railings

B. Remove and Salvage: None.

NOT FOR BIDDING PURPOSES

C. Remove and Reinstall:
   1. Access flooring system panels and pedistals.
   2. Access flooring system stairs and ramps.

D. Existing to Remain: As indicated on the drawings.

E. Dismantle: None.

END OF SECTION 024119

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SECTION 05 52 13 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aluminum railings.

B. Related Requirements:

1. Section 09 69 00 "Access Flooring" for railings included with access flooring.

1.2 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for railings. 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.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Fasteners.
2. Post-installed anchors.
3. Handrail brackets.
4. Metal finishes.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.

D. Samples for Verification: For each type of exposed finish required.

1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters, including finish.
2. Fittings and brackets.
3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.

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a. Show method of connecting and finishing members at intersections.

E. Delegated Design Submittal: For railing, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For delegated design professional engineer.

B. Welding certificates.

C. Mill Certificates: Signed by manufacturers of stainless steel products, certifying that products furnished comply with requirements.

D. Product Test Reports: For tests on railings performed by a qualified testing agency, in accordance with ASTM E894 and ASTM E935.

E. Research Reports: For post-installed anchors, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:

1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect mechanical finishes on exposed surfaces of railings from damage by applying a strippable, temporary protective covering before shipping.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design railings, including attachment to building construction.

B. Structural Performance: Railings, including attachment to building construction, withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

NOT FOR BIDDING PURPOSES

1. Handrails and Top Rails of Guards:

    a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
    b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    c. Uniform and concentrated loads need not be assumed to act concurrently.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

1. Provide type of bracket with predrilled hole for exposed bolt anchorage and that provides 1-1/2-inch (38-mm) clearance from inside face of handrail to finished wall surface.

2.3 ALUMINUM RAILINGS

A. 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. ATR Technologies, Inc.
2. CraneVeyor Corp.
3. Fixfast USA.
4. Hollaender Mfg. Co.
5. Julius Blum & Co., Inc.
6. Kane Innovations, Inc.
7. Kee Safety, Inc.
8. Moultrie Rail Systems.
9. Superior Aluminum Products, Inc.
10. Thompson Fabricating, LLC.
11. TimberTech, AZEK Building Products; The AZEK Company LLC.
12. Trex Commercial Products, Inc.
13. Tri Tech, Inc.
14. Tubular Specialties Manufacturing, Inc.
15. Tuttle, a Dant Clayton Division.
16. Wagner Companies (The); R&B Wagner, Inc.

B. Source Limitations: Obtain each type of railing from single source from single manufacturer.

NOT FOR BIDDING PURPOSES

C. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of alloy and temper designated below for each aluminum form required.

D. Extruded Bars and Tubing: ASTM B221 (ASTM B221M), Alloy 6063-T5/T52.

E. Extruded Structural Pipe and Round Tubing: ASTM B429/B429M, Alloy 6063-T6.

1. Provide Standard Weight (Schedule 40) pipe unless otherwise indicated.

F. Drawn Seamless Tubing: ASTM B210/B210M, Alloy 6063-T832.

G. Plate and Sheet: ASTM B209 (ASTM B209M), Alloy 6061-T6.

H. Die and Hand Forgings: ASTM B247 (ASTM B247M), Alloy 6061-T6.

I. Castings: ASTM B26/B26M, Alloy A356.0-T6.

2.4 FASTENERS

A. Fastener Materials:

1. Aluminum Railing Components: Type 304 stainless steel fasteners.
2. Finish exposed fasteners to match appearance, including color and texture, of railings.

B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction and capable of withstanding design loads.

C. Fasteners for Interconnecting Railing Components:

1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.
2. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.

D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 or ICC-ES AC308.

1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.

2.5 MISCELLANEOUS MATERIALS

A. Handrail Brackets: Cast aluminum, center of handrail 3-1/8 inches (79.4 mm) from face of wall.

B. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.

NOT FOR BIDDING PURPOSES

2.6 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage[but not less than that required to support structural loads.

B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.

1. Clearly mark units for reassembly and coordinated installation.
2. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately.

1. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated.
2. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

F. Connections: Fabricate railings with welded connections unless otherwise indicated.

G. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #1 welds; ornamental quality with no evidence of a welded joint.

H. Bend members in jigs to produce uniform curvature for each configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

I. Close exposed ends of hollow railing members with prefabricated cap and end fittings of same metal and finish as railings.

J. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.

K. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.

NOT FOR BIDDING PURPOSES

L. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work.

1. Fabricate anchorage devices capable of withstanding loads imposed by railings.
2. Coordinate anchorage devices with supporting structure.

M. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

2.7 ALUMINUM FINISHES

A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B. Clear Anodic Finish: AAMA 611, AA-M12C22A41.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

A. Perform cutting, drilling, and fitting required for installing railings.

1. Fit exposed connections together to form tight, hairline joints.
2. Install railings level, plumb, square, true to line; without distortion, warp, or rack.
3. Set railings accurately in location, alignment, and elevation; measured from established lines and levels.
4. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
5. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
6. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3.5 m).

B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

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C. Adjust railings before anchoring to ensure matching alignment at abutting joints.

D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article, whether welding is performed in the shop or in the field.

B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve, extending 2 inches (50 mm) beyond joint on either side; fasten internal sleeve securely to one side; and locate joint within 6 inches (150 mm) of post.

3.4 ANCHORING POSTS

A. Cover anchorage joint with flange of same metal as post, attached to post with setscrews.

B. Leave anchorage joint exposed with 1/8-inch (3-mm) buildup, sloped away from post.

C. Anchor posts to metal surfaces with flanges, angle type, or floor type, as required by conditions, connected to posts and to metal supporting members as follows:

1. For aluminum railings, attach posts as indicated, using fittings designed and engineered for this purpose.

D. Install removable railing sections, where indicated, in slip-fit stainless steel sockets cast in concrete.

3.5 ATTACHING RAILINGS

A. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends or connected to railing ends, using nonwelded connections.

B. Attach handrails to walls with wall brackets, except where end flanges are used. Provide brackets with 1-1/2-inch (38-mm) clearance from inside face of handrail and finished wall surface.

1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

C. Secure wall brackets and railing end flanges to building construction as follows:

1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
2. For hollow masonry anchorage, use toggle bolts.

NOT FOR BIDDING PURPOSES

3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
4. For steel-framed partitions, use hanger or lag bolts set into wood backing between studs. Coordinate with stud installation to locate backing members.
5. For steel-framed partitions, fasten brackets directly to steel framing or concealed steel reinforcements, using self-tapping screws of size and type required to support structural loads.
6. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

3.6 REPAIR

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

   a. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.

2. Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 09 91 23 "Interior Painting."

3.7 CLEANING

A. Clean by washing thoroughly with clean water and soap and rinsing with clean water.

3.8 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

B. Restore finishes damaged during installation and construction period, so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 05 52 13

NOT FOR BIDDING PURPOSES

SECTION 06 10 00 - ROUGH CARPENTRY

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. Wood blocking, cants, and nailers.

1.3 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.

B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) size or greater but less than 5 inches nominal (114 mm actual) size in least dimension.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
2. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Fastener Patterns: Full-size templates for fasteners in exposed framing.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

NOT FOR BIDDING PURPOSES

1. Power-driven fasteners.
2. Post-installed anchors.
3. Metal framing anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Cants.
4. Furring.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of the following species:
1. Mixed southern pine or southern pine; SPIB.
2. Spruce-pine-fir; NLGA.

C. Concealed Boards: 19 percent maximum moisture content andthe following species and grades:

1. Mixed southern pine or southern pine; No. 2 grade; SPIB.

NOT FOR BIDDING PURPOSES

2. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.3 FASTENERS

A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC58, ICC-ES AC193, or ICC-ES AC308 as appropriate for the substrate.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

C. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

D. Do not splice structural members between supports unless otherwise indicated.

E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

NOT FOR BIDDING PURPOSES

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.

F. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
3. ICC-ES evaluation report for fastener.

H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

A. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 10 00

NOT FOR BIDDING PURPOSES

SECTION 06 41 16 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-clad architectural cabinets.
2. Cabinet hardware and accessories.
3. Miscellaneous materials.

B. Related Requirements:

1. Section 06 10 00 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets that are concealed within other construction before cabinet installation.
2. Section 12 36 61.16 "Solid Surface Countertops."

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

B. Keying Conference: Conduct conference at Project site. Incorporate keying conference decisions into final keying requirements.

1.3 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Plastic-laminate-clad architectural cabinets.
2. Cabinet hardware and accessories.
3. Miscellaneous materials.

B. Product Data Submittals: For each product.

1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

C. Shop Drawings:

NOT FOR BIDDING PURPOSES

1. Include plans, elevations, sections, and attachment details.
2. Show large-scale details.
3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.

D. Samples: For each exposed product and for each color and texture specified, in manufacturer's or manufacturer's standard size.

E. Samples for Initial Selection: For each type of exposed finish.

F. Samples for Verification: For the following:

1. Plastic Laminates: 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish required.

   a. Provide one sample applied to core material with specified edge material applied to one edge.

2. Thermoset Decorative Panels: 8 by 10 inches (200 by 250 mm), for each color, pattern, and surface finish.

   a. Provide edge banding on one edge.

3. Corner Pieces:

   a. Cabinet-front frame joints between stiles and rails and at exposed end pieces, 18 inches (450 mm) high by 18 inches (450 mm) wide by 6 inches (150 mm) deep.
   b. Miter joints for standing trim.

4. Exposed Cabinet Hardware and Accessories: One full-size unit for each type and finish.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and Installer.

B. Product Certificates: For each type of product.

C. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.

D. Sample Warranty: For special warranty.

E. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

NOT FOR BIDDING PURPOSES

B. Installer Qualifications: Manufacturer of products.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

A. Environmental Limitations without Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.

B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.

C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.9 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of casework that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Delamination of components or other failures of glue bond.
b. Warping of components.
c. Failure of operating hardware.

2. Warranty Period: Five years from date of Substantial Completion.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS

2.1 ARCHITECTURAL CABINETS

A. 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. Advanced Cabinet Systems (ACS).
2. Cal-Dak Cabinets.
3. CampbellRhea.
4. Case Systems Inc.
5. CIF Laboratory Solutions.
6. Diversified Fixture.
7. Hausmann Industries, Inc.
8. International Office Products Cooperative.
9. Mica-Tec.
10. Mid Canada Millwork Ltd.
11. R. C. Smith Company.\
12. Sidney Millwork Company

2.2 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.

1. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.

B. Architectural Woodwork Standards Grade: Premium.

C. Type of Construction: Frameless.

D. High-Pressure Decorative Laminate: PL - NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.

1. Abet Laminati Inc.
2. Arborite.
3. Formica Corporation.
4. Lamin-Art, Inc.
5. Nevamar; a Panolam Industries International, Inc. brand.
6. Pionite, a Panolam Industries International, Inc. brand.
7. Wilsonart LLC.

E. Source Limitations: Obtain from single source from single manufacturer.

F. Exposed and Semi exposed Surfaces:

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1. Plastic-Laminate Grade:
   a. Horizontal: HGS, except countertops.
   b. Vertical: VGS.
2. Edges: PVC edge banding, 3.0 mm thick, matching laminate in color, pattern, and finish.
3. Pattern Direction: Vertically for fixed panels.

G. Dust Panels: 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers unless located directly under tops.

H. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate Grade BKL, ISO 4583-3, grade to match exposed surface.

I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:

1. As indicated by laminate manufacturer's designations.
2. Match Architect's sample.
3. As selected by Architect from laminate manufacturer's full range in the following categories:

   a. Solid colors, matte finish.
   b. Wood grains, matte finish.
   c. Patterns, matte finish.

2.3 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: 4 to 9 percent.

B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.

1. Particleboard (Medium Density): ANSI A208.1, Grade M-2.

2.4 CABINET HARDWARE AND ACCESSORIES

A. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests, B04081.

B. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.

C. Grommets for Cable Passage: 2-inch (51-mm) OD, molded-plastic grommets and matching plastic caps with slot for wire passage.

1. Color: Black.

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D. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.

1. Satin Stainless Steel: ANSI/BHMA 630.

E. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

F. Countertop wall brackets: Rangine Corporation - Rakks EH standard workstation and countertop bracket, or equivalent.

1. Welded extruded 2" x 1/4" aluminum members forms with multiple mounting holes per side (mounting hardware not included).
2. Load limit: 650 to 920 lbs per bracket.
3. Available in standard textured powder coat finishes, color as selected by the Architect from manufacturer's full range.
4. Welded aluminum
5. Size as required for application.
6. Install at blocking or studs.

2.5 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesive for Bonding Plastic Laminate: Type I, waterproof type as selected by fabricator to comply with requirements.

1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.6 FABRICATION

A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.

B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check

NOT FOR BIDDING PURPOSES

measurements of assemblies against field measurements before disassembling for shipment.

C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.

B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.

C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.

D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm) using concealed shims.

1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch (38-mm) penetration into wood framing, blocking, or hanging strips.

3.3 FIELD QUALITY CONTROL

A. Inspections: Provide inspection of installed Work through certifying that woodwork, including installation, complies with requirements of the Architectural Woodwork Standards for the specified grade.

1. Inspection entity is to prepare and submit report of inspection.

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3.4 ADJUSTING AND CLEANING

A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.

B. Clean, lubricate, and adjust hardware.

C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 06 41 16

NOT FOR BIDDING PURPOSES

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes sealants for the following locations:

1. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:

a. Control and expansion joints on exposed interior surfaces of exterior walls.
b. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
c. Joints between dissimilar materials.
j. Joints between storefront frame and dissimilar materials.

1.3 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

B. Provide joint sealants for interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause no staining or deterioration of joint substrates.

1.4 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Product data from manufacturers for each joint sealant product required.

C. Samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing standard range of colors available, for each product exposed to view.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

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B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
3. When joint substrates are wet.

B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.8 SEQUENCING AND SCHEDULING

A. Sequence installation of joint sealants to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. Colors: Provide color of exposed joint sealants to comply with the following:

1. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated. Color selection must provide equivalent to match adjacent materials.

2.2 LATEX JOINT SEALANTS (Interior Joints in Vertical & Horizontal Surfaces)

NOT FOR BIDDING PURPOSES

A. General: Provide manufacturer's standard one-part, nonsag, mildew-resistant, paintable latex sealant of formulation indicated that is recommended for exposed applications on interior and protected exterior locations and that accommodates indicated percentage change in joint width existing at time of installation without failing either adhesively or cohesively.

B. Acrylic-Emulsion Sealant: Provide product complying with ASTM C 834 that accommodates joint movement of not more than 5 percent in both extension and compression for a total of 10 percent.

C. Silicone Emulsion Sealant: Provide product complying with ASTM C 834 and, except for weight loss measured per ASTM C 792, with ASTM C 920 that accommodates joint movement of not more than 25 percent in both extension and compression for a total of 10 percent.

D. Available Products: Subject to compliance with requirements, latex joint sealants that may be incorporated in the Work include, but are not limited to, the following:

1. Acrylic-Emulsion Sealant:

a. "AC-20", Pecora Corp.
b. "Sonolac", Sonneborn Building Products Div., ChemRex, Inc.
c. "Tremco Acrylic Latex 834", Tremco, Inc.

2.3 TAPE SEALANTS

A. Tape Sealant: Manufacturer's standard, solvent-free, butyl-based tape sealant with a solids content of 100 percent formulated to be nonstaining, paintable, and nonmigrating in contact with nonporous surfaces with or without reinforcement thread to prevent stretch and packaged on rolls with a release paper on one side.

B. Available Products: Subject to compliance with requirements, tape sealants that may be incorporated in the Work include, but are not limited to, the following:

1. "Extru-Seal Tape", Pecora Corp.
2. "Shim-Seal Tape", Pecora Corp.
3. "PTI 606", Protective Treatments, Inc.
4. "Tremco 440 Tape", Tremco, Inc.
5. "MBT-35", Tremco, Inc.

2.4 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Plastic Foam Joint Fillers: Preformed compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density t control sealant depth and otherwise contribute to producing optimum sealant performance:

1. Open-cell polyurethane foam.
2. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state.

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3. Proprietary, reticulated, closed-cell polymeric foam, nonoutgassing, with a density of 2.5 pcf and tensile strength of 35 psi per ASTM D 1623, and with water absorption less than 0.02 gms/cc per ASTM C 1083.
4. Equivalent to Nomaco's "Sof Rod".

C. Elastomeric Tubing Joint Fillers: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, capable of remaining resilient at temperatures down to -26 deg F (-32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.

D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of

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these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.

3. Remove laitance and form-release agents from concrete.

4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Latex Sealant Standard: Comply with recommendations of ASTM C90 for use of latex sealants.

D. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
2. Do not leave gaps between ends of joint fillers.
3. Do not stretch, twist, puncture, or tear joint fillers.
4. Remove absorbent joint fillers that have become wet before sealant application and replace them with dry material.
5. Install bond-breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.

E. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.

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F. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
2. Provide flush joint configuration, per Figure 5B in ASTM C 1193, where indicated.

    a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

3. Provide recessed joint configuration, per Figure 5C in ASTM C1193, of recess depth and at locations indicated.

G. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, and to comply with sealant manufacturer's directions for installation methods, materials, and tools that produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in conformance with sealant manufacturer's recommendations.

3.4 CLEANING

A. Clean off excess sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 07 92 00

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SECTION 07 92 19 - ACOUSTICAL JOINT SEALANTS

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 acoustical joint sealants.

B. Related Requirements:

1. Section 07 92 00 "Joint Sealants" for joint sealants for nonacoustical applications.

1.3 ACTION SUBMITTALS

A. Product Data: For each acoustical joint sealant.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of acoustical joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Acoustical-Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each kind of acoustical joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.

B. Sample Warranties: For special warranties.

1.5 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace acoustical joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

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1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Provide acoustical joint-sealant products that effectively reduce airborne sound transmission through perimeter joints and openings in building construction, as demonstrated by testing representative assemblies according to ASTM E 90.

2.2 ACOUSTICAL JOINT SEALANTS

A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex acoustical sealant complying with ASTM C 834.

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. Hilti, Inc.; CP 506 Smoke and Acoustical Sealant.
b. Pecora Corporation; AC-20 FTR.
c. Serious Energy Inc.; Quiet Seal Pro.
d. United States Gypsum Company; SHEETROCK Acoustical Sealant.

2. Colors of Exposed Acoustical Joint Sealants: As selected by Architect from manufacturer's full range of colors.

2.3 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by acoustical-joint-sealant manufacturer where required for adhesion of sealant to joint substrates.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive acoustical joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing acoustical joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where recommended by acoustical-joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF ACOUSTICAL JOINT SEALANTS

A. Comply with acoustical joint-sealant manufacturer's written installation instructions unless more stringent requirements apply.

B. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical joint sealant. Install acoustical joint sealants at both faces of partitions, at perimeters, and through penetrations. Comply with ASTM C 919, ASTM C 1193, and manufacturer's written recommendations for closing off sound-flanking paths around or through assemblies, including sealing partitions to underside of floor slabs above acoustical ceilings.

C. Acoustical Ceiling Areas: Apply acoustical joint sealant at perimeter edge moldings of acoustical ceiling areas in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of acoustical joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect acoustical joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated acoustical joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 92 19

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SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Non-load-bearing steel framing systems for interior gypsum board assemblies.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATION SUBMITTALS

A. Evaluation Reports: For dimpled steel studs and runners, from ICC-ES.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.

B. Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners.

1. Steel Studs and Runners:

a. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
b. Depth: As indicated on Drawings.

2. Dimpled Steel Studs and Runners:

a. Minimum Base-Metal Thickness: 0.025 inch (0.64 mm).
b. Depth: As indicated on Drawings.

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C. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).

D. Cold-Rolled Channel Bridging: Steel, 0.053-inch (1.34-mm) minimum base-metal thickness, with minimum 1/2-inch- (13-mm-) wide flanges.

1. Depth: 1-1/2 inches (38 mm).
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38 by 38 mm), 0.068-inch- (1.72-mm-) thick, galvanized steel.

E. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

1. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
2. Depth: As indicated on Drawings.

F. Resilient Furring Channels: 1/2-inch- (13-mm-) deep, steel sheet members designed to reduce sound transmission.

1. Configuration: hat shaped.

G. Cold-Rolled Furring Channels: 0.053-inch (1.34-mm) uncoated-steel thickness, with minimum 1/2-inch- (13-mm-) wide flanges.

1. Depth: As indicated on Drawings.
2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch (0.8 mm).
3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.

H. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches (31.8 mm), wall attachment flange of 7/8 inch (22 mm), minimum uncoated-metal thickness of 0.018 inch (0.45 mm), and depth required to fit insulation thickness indicated.

2.2 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

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B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Install bracing at terminations in assemblies.

D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

B. Install studs so flanges within framing system point in same direction.

1. Space studs as follows:

a. Single-Layer Application: 16 inches (406 mm) o.c. unless otherwise indicated.

C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

D. Direct Furring:

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1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.

E. Z-Furring Members:

1. Erect insulation vertically and hold in place with Z-furring members spaced 24 inches (610 mm) o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches (305 mm) from corner and cut insulation to fit.

F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

END OF SECTION 09 22 16

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SECTION 09 29 00 - GYPSUM BOARD

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 gypsum board.

B. Related Requirements:

1. Section 09 22 16 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

C. Samples for Initial Selection: For each type of trim accessory indicated.

D. Samples for Verification: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

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1.5 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Gypsum Board, Type X: ASTM C 1396/C 1396M.

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. American Gypsum.
b. CertainTeed Corporation.
c. Continental Building Products, LLC.
d. Georgia-Pacific Building Products.
e. National Gypsum Company.
f. PABCO Gypsum.
g. Temple-Inland Building Products by Georgia-Pacific.
h. United States Gypsum Company.

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2. Thickness: 5/8 inch (15.9 mm).

3. Long Edges: Tapered and featured (rounded or beveled) for prefilling.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
2. Shapes:

a. Cornerbead.
b. LC-Bead: J-shaped; exposed long flange receives joint compound.
c. L-Bead: L-shaped; exposed long flange receives joint compound.
d. U-Bead: J-shaped; exposed short flange does not receive joint compound.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.

a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.

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2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

D. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.

C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

D. Form control and expansion joints with space between edges of adjoining gypsum panels.

E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
2. Fit gypsum panels around ducts, pipes, and conduits.
3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.

F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim

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edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

H. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

3.3 APPLYING INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

1. Wallboard Type: Vertical surfaces unless otherwise indicated.
2. Type X: Where required for fire-resistance-rated assembly.
3. Ceiling Type: Ceiling surfaces.

B. Single-Layer Application:

1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

    a. Stagger abutting end joints not less than one framing member in alternate courses of panels.

2. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLING TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.

C. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners.

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2. LC-Bead: Use at exposed panel edges.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile.
3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

    a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09 29 00

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SECTION 096900 - ACCESS FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Unfilled steel panel access flooring.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review connections between access flooring and mechanical and electrical systems.
2. Review requirements related to sealing the plenum.
3. Review procedures for keeping underfloor space clean.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Unfilled steel panel access flooring.

B. Product Data Submittals: For each product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for access flooring.
2. Include loading capacities.

C. Shop Drawings: For access flooring:

1. Include layout of access flooring and relationship to adjoining Work based on field-verified dimensions.
2. Details and sections with descriptive notes indicating materials, finishes, fasteners, typical and special edge conditions, accessories, and understructures.

D. Samples: For the following products:

1. Floor Coverings: By others.
2. Exposed Metal Accessories: Approximately 10 inches (250 mm) in length.
3. One full-size floor panel, pedestal, and understructure unit for each type of access flooring required.

E. Samples for Verification: For the following products:

1. Floor Coverings: By others.

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2. Exposed Metal Accessories: Approximately 10 inches (250 mm) in length.
3. One full-size floor panel, pedestal, and understructure unit for each type of access flooring required.

F. Delegated Design Submittals: For seismic design of access flooring.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings:

1. Coordinate mechanical and electrical work in underfloor cavity to prevent interference with access flooring.
2. Mark pedestal locations on subfloor to enable mechanical and electrical work to proceed without interfering with access-flooring pedestals installed after mechanical and electrical work.

B. Qualification Data: For Installer.

C. Product Certificates: For each type of access flooring.

D. Product Test Reports: For each type of access-flooring material and floor covering, performed by a qualified testing agency.

E. Seismic Design Calculations: For seismic design of access flooring, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

F. Preconstruction Test Reports: For preconstruction adhesive field test.

1.5 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. Panels: 6.
2. Pedestals: 6.
3. Stringers: 6.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Adhesive Field Test: Before installing pedestals, field test their adhesion to subfloor surfaces by doing the following:

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1. In areas representative of each subfloor surface, set typical pedestal assemblies in same adhesive, and use methods required for the completed Work.
2. Allow test installation to cure for manufacturer's recommended cure time, with a pressure of 25 lbf (111 N) applied vertically to pedestals during this period.
3. After curing, apply lateral load against a straight steel bar inserted 2 inches (51 mm) into pedestal stems. Measure the force needed to cause adhesive failure of pedestal base.
4. Remove and discard failed pedestals, and clean pedestals of adhered residue.
5. Proceed with installation only after tests show compliance with performance requirement specified for pedestals' capability to resist overturning moment.

1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not install access flooring until spaces are enclosed, subfloor has been sealed, ambient temperature is between 50 and 90 deg F (10 and 32 deg C), and relative humidity is not less than 20 and not more than 70 percent.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design access flooring for seismic performance, including loads imposed on the access flooring by items and equipment installed on the access flooring.

B. Seismic Performance: Access flooring to withstand the effects of earthquake motions determined according to ASCE/SEI 7, including loads imposed on the access flooring by items and equipment installed on the access flooring.

C. Structural Performance: Provide access flooring capable of complying with the following performance requirements according to testing procedures in CISCA's "Recommended Test Procedures for Access Floors":

1. Concentrated Loads: 1250 lbf (5560 N) with the following deflection and permanent set:

   a. Top-Surface Deflection: 0.10 inch (2.54 mm).
   b. Permanent Set: 0.010 inch (0.25 mm).

2. Ultimate Loads: 2500 lbf (11 121 N).
3. Rolling Loads: With local or overall deformation not to exceed 0.040 inch (1.02 mm).

   a. CISCA Wheel 1: 10 passes at 500 lbf (2224 N).
   b. CISCA Wheel 2: 10,000 passes at 500 lbf (2224 N).

4. Stringer Load Test: 450 lbf (2002 N) at center of span with a permanent set not to exceed 0.010 inch (0.254 mm).
5. Pedestal Axial Load Test: 6000 lbf (26 690 N).
6. Pedestal-Overturning-Moment Test: 1000 lbf x inches (113 N x meters).
7. Drop Impact Load Test: 150 lb (68.0 kg).

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D. Fire Performance:

1. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.2 UNFILLED STEEL PANEL ACCESS FLOORING

A. Unfilled Steel Panel Access Flooring: Fabricate panels from cold-rolled steel sheet, with die-cut flat top sheet and die-formed and stiffened bottom pan welded together. Protect metal surfaces against corrosion by manufacturer's standard factory-applied finish.

B. Manufacturers: Provide products to match existing, by Tate Access Floors, Inc.

1. Configuration: Provide modular panels with nominal size of 24 by 24 inches (610 by 610 mm), interchangeable with other field panels without disturbing adjacent panels or understructure.
2. Tile Carpeting System: Fabricate panels with alignment pins to accept field-installed carpet tile with receptors designed to engage pins.
3. Attachment to Understructure: By gravity.

C. Pedestal System Understructure: System consisting of base, column with provisions for height adjustment, and head (cap); made of steel.

1. Base: Square or circular base with not less than 16 sq. in. (103 sq. cm) of bearing area.
2. Column: Of height required to bring finished floor to elevations indicated. Weld to base plate.
3. Provide vibration-proof leveling mechanism for making and holding fine adjustments in height over a range of not less than 2 inches (51 mm) and for locking at a selected height, so deliberate action is required to change height setting and prevent vibratory displacement.
4. Head: Designed to support the floor panel indicated.

    a. Provide sound-deadening pads or gaskets at contact points between heads and panels.
    b. Bolted Assemblies: Provide head with four holes aligned with holes in floor panels for bolting of panels to pedestals.

D. Stringer System Understructure: Modular steel stringer systems designed to bolt to pedestal heads and form a grid pattern. Protect steel components with manufacturer's standard galvanized or corrosion-resistant paint finish.

1. Continuous Gaskets: At contact surfaces between panel and stringers to deaden sound, seal off the underfloor cavity from above, and maintain panel alignment and position.

2.3 FABRICATION

A. Fabrication Tolerances:

1. Size: Plus or minus 0.020 inch (0.50 mm) of required size.

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2. Squareness: Plus or minus 0.015 inch (0.38 mm) between diagonal measurements across top of panel.
3. Flatness: Plus or minus 0.035 inch (0.89 mm), measured on a diagonal on top of panel.

B. Panel Markings: Clearly and permanently mark floor panels on their underside with panel type and concentrated-load rating.

C. Cutouts: Fabricate cutouts in floor panels for cable penetrations and service outlets. Provide reinforcement or additional support, if needed, to make panels with cutouts comply with structural performance requirements.

1. Number, Size, Shape, and Location: As indicated on Drawing.
2. Grommets: Where indicated, fit cutouts with manufacturer's standard grommets; or, if size of cutouts exceeds maximum grommet size available, trim edge of cutouts with manufacturer's standard plastic molding with tapered top flange.
3. Provide foam-rubber pads for sealing annular space formed in cutouts by cables.

2.4 ACCESSORIES

A. Adhesives: Manufacturer's standard adhesive for bonding pedestal bases to subfloor.

B. Post-Installed Anchors: For anchoring pedestal bases to subfloor, provide four post-installed expansion anchors or threaded concrete screws made from carbon-steel components, zinc plated to comply with ASTM B633, Class Fe/Zn 5 (5 microns) for Class SC 1 (Mild), with the capability to sustain, without failure, a load equal to 1.5 times the loads imposed by pedestal-overturning moment on fasteners, as determined by testing according to ASTM E488/E488M, conducted by a qualified independent testing agency.

C. Service Outlets: Standard UL-listed and -labeled assemblies, for recessed mounting flush with top of floor panels; for power, communication, and signal services; and complying with the following requirements:

1. Structural Performance: Cover capable of supporting a 800-lbf (3559-N) concentrated load.
2. Cover and Box Type: Hinged polycarbonate cover with opening for passage of cables when cover is closed and including frame and steel box or formed-steel plate for mounting electrical receptacles.
3. Location: In center of panel quadrant unless otherwise indicated.
4. Receptacles and Wiring:

a. Electrical receptacles and wiring for service outlets are specified elsewhere.
b. Equip each service outlet with power receptacles to comply with the following requirements:

1) Type of Receptacle: Heavy-duty duplex, two-pole, three-wire grounding, 20 A, 125 V, NEMA WD 6, Configuration 5-20R unless otherwise indicated.
2) Number of Receptacles for Outlet: As indicated on Drawings.

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3) Power-in Connectors: Built into outlet housing, of type to fit power-in and power-out connectors of branch-circuit cables supplied with building electrical system.

D. Fascia Closures: Where underfloor cavity is not enclosed by abutting walls or other construction, provide metal closure plates with manufacturer's standard finish.

E. Ramps: Manufacturer's standard ramp construction of width and slope indicated, but not steeper than 1:12, with finish material by others, and of same materials, performance, and construction requirements as access flooring.

F. Steps: Provide steps of size and arrangement indicated with floor coverings to match access flooring. Apply nonslip aluminum nosings to treads unless otherwise indicated.

G. Railings: Standard extruded-aluminum railings at ramps and open-sided perimeter of access flooring where indicated. Include handrail, intermediate rails, posts, brackets, end caps, wall returns, wall and floor flanges, plates, and anchorages where required.

1. Provide railings that comply with structural performance requirements specified in Section 055213 "Pipe and Tube Railings."

H. Panel Lifting Device: Panel manufacturer's standard portable lifting device for each type of panel required.

I. Perimeter Support: Where indicated, provide manufacturer's standard method for supporting panel edge and forming transition between access flooring and adjoining floor coverings at same level as access flooring.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with installer and manufacturer's authorized representative present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Verify that substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of conditions and deleterious substances that might interfere with attachment of pedestals.
2. Verify that concrete floor sealer and finish have been applied and cured.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Lay out floor panel installation to keep the number of cut panels at floor perimeter to a minimum. Avoid using panels cut to less than 6 inches (152 mm).

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B. Locate each pedestal, complete any necessary subfloor preparation, and vacuum subfloor to remove dust, dirt, and construction debris before beginning installation.

3.3 INSTALLATION

A. Install access flooring and accessories under supervision of access-flooring manufacturer's authorized representative to produce a rigid, firm installation that complies with performance requirements and is free of instability, rocking, rattles, and squeaks.

B. Adhesive Attachment of Pedestals: Set pedestals in adhesive, according to access-flooring manufacturer's written instructions, to provide full bearing of pedestal base on subfloor; and as required to meet seismic design requirements.

C. Mechanical Attachment of Pedestals: Attach pedestals to subfloor with post-installed mechanical anchors as required to meet seismic design requirements.

D. Adjust pedestals so installed panels are flat, level, and at the proper height.

E. Stringer Systems: Secure stringers to pedestal heads according to access-flooring manufacturer's written instructions.

F. Install flooring panels securely in place, leaving them properly seated with panel edges flush. Do not force panels into place.

G. Scribe perimeter panels to provide a close fit, with adjoining construction having no voids greater than 1/8 inch (3 mm) where panels abut vertical surfaces.

1. To prevent dusting, seal cut edges of steel-encapsulated, wood-core panels with sealer recommended in writing by panel manufacturer.

H. Cut and trim access flooring and perform other dirt-or-debris-producing activities at a remote location or as required to prevent contamination of subfloor under installed access flooring.

I. Grounded Access Flooring: Ground access flooring as recommended by manufacturer and as needed to comply with performance requirements for electrical resistance of floor coverings.

1. Panel-to-Understructure Resistance: Not more than 10 ohms as measured without floor coverings.

J. Closures: Scribe closures to closely fit against subfloor and adjacent finished-floor surfaces. Set in mastic and seal to maintain plenum effect within underfloor cavity.

K. Clean dust, dirt, and construction debris caused by floor installation, and vacuum subfloor area as installation of floor panels proceeds.

L. Seal underfloor air cavities at construction seams, penetrations, and perimeter to control air leakage, according to manufacturer's written instructions.

M. Install access flooring without change in elevation between adjacent panels and within the following tolerances:

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1. Plus or minus 1/16 inch (1.5 mm) in any 10-foot (3-m) distance.
2. Plus or minus 1/8 inch (3 mm) from a level plane over entire access flooring area.

3.4 PROTECTION

A. Prohibit traffic on access flooring for 24 hours and removal of floor panels for **72** hours after installation, to allow pedestal adhesive to set.

B. Replace access-flooring panels that are stained, scratched, or otherwise damaged or that do not comply with specified requirements.

END OF SECTION 096900

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SECTION 09 91 23 - INTERIOR PAINTING

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 surface preparation and the application of paint systems on the following interior substrates:

1. Steel and iron.
2. Galvanized metal.
3. Wood.
4. Gypsum board.

1.3 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

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2. Indicate VOC content.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 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. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Benjamin Moore & Co.
2. Dulux (formerly ICI Paints); a brand of AkzoNobel.
3. Duron, Inc.

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4. Glidden Professional.
5. PPG Architectural Coatings.
6. Sherwin-Williams Company (The). **Basis of Design**

B. Products: Subject to compliance with requirements, provide one of the products listed in the Interior Painting Schedule for the paint category indicated. Products for each category shall be by a single manufacturer, unless otherwise noted.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Architect from manufacturer's full range, and as indicated in a color schedule.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Masonry (Clay and CMUs): 12 percent.
2. Wood: 15 percent.
3. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

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3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:

1. SSPC-SP 2.

F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

H. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.

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2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Contractor to engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

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3.6 INTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. Institutional Low-Odor/VOC Latex System MPI INT 5.1S:

a. Prime Coat: Primer, rust inhibitive, water based MPI #107.

1) Benjamin Moore; Ultra Spec HP Acrylic Metal Primer HP04/FP04.
2) Sherwin-Williams; Pro-Cryl Universal Primer B66W310.

b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5), MPI #147.

1) Benjamin Moore Ultra Spec 500 Waterborne Interior Gloos N540/K540.
2) PPG Lifemaster No VOC Interior Acrylic Semi-Gloss 9200.
3) Sherwin-Williams; Acrylic Semi-Gloss Coating B66W00651.

B. Galvanized-Metal Substrates:

1. Institutional Low-Odor/VOC Latex System MPI INT 5.3N:

a. Prime Coat: Primer, galvanized, water based, MPI #134.

1) Benjamin Moore; Acrylic Metal Primer HP04/FP04.
2) PPG; Metal Primer, Latex base for rust-free galvanized metal 635-045.
3) Sherwin-Williams; Pro-Cryl Universal Primer B66W310.

b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5), MPI #147.

1) Benjamin Moore Ultra Spec 500 Waterborne Interior Gloos N540/K540.
2) PPG Lifemaster No VOC Interior Acrylic Semi-Gloss 9200.
3) Sherwin-Williams; Acrylic Semi-Gloss Coating B66W00651.

C. Gypsum Board Substrates:

1. Institutional Low-Odor/VOC Latex System MPI INT 9.2M:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.

1) Benjamin Moore Ultra Spec 500 Waterborne Interior Primer N534/K534.
2) PPG; Lifemaster No VOC Interior Primer 9116.
3) PPG; Speedhide Zero Interior Zero VOC Latex Sealer 6-4900XI.
4) Sherwin-Williams; ProMar Zero VOC Interior Latex Primer B28W02600.

b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (MPI Gloss Level 1), MPI #143.

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1) Benjamin Moore; Ultra Spec 500 Interior Flat Finish N536/K536.
2) PPG; Speedhide Zero Interior Zero VOC Latex Flat Paint 6-4110XI.
3) Sherwin-Williams; Superpaint Air Purifying Interior Acrylic Latex Flat A86-61 extra white, A86-63 deep base.

d. Topcoat: Latex, interior, institutional low odor/VOC (MPI Gloss to match existing), MPI #144 / #145.

1) Benjamin Moore; Ultra Spec 500 Interior gloss level to match existing N538/K538.
2) PPG; Lifemaster No VOC Interior gloss level to match existing Paint 9300.
3) Sherwin-Williams; Superpaint Air Purifying Interior Acrylic Latex, gloss level to match existing, A86-61 extra white, A86-63 deep base.

END OF SECTION 09 91 23

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SECTION 12 36 61.16 - SOLID SURFACING COUNTERTOPS

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. Solid surface material countertops.
2. Solid surface material trim pieces.
3. Solid surface material wall caps.

1.3 ACTION SUBMITTALS

A. Product Data: For countertop materials.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

1. Show locations and details of joints.
2. Show direction of directional pattern, if any.

C. Samples for Initial Selection: For each type of material exposed to view.

D. Samples for Verification: For the following products:

1. Countertop material, 6 inches (150 mm) square.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For solid surface material countertops to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

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1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate countertops similar to that required for this Project, and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator of countertops.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify dimensions of countertops by field measurements after base cabinets are installed but before countertop fabrication is complete.

1.8 COORDINATION

A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 SOLID SURFACE COUNTERTOP MATERIALS, SS

A. Solid Surface Material: Acrylic based composite resin containing soft alloy aluminum scrap flake filler.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Wilsonart; or a comparable product by one of the following:

a. E. I. du Pont de Nemours and Company.
b. Formica Corporation.
c. Meganite Inc.
d. Wilsonart LLC.

2. Type: Provide Standard type unless Special Purpose type is indicated.
3. Thickness: 1/2 inch
4. Finish: Semi-Gloss
5. Colors and Patterns: As selected by Architect from manufacturer’s full range.

B. Particleboard: ANSI A208.1, Grade M-2.

2.2 COUNTERTOP FABRICATION

A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."

1. Grade: Custom.

B. Configuration:

NOT FOR BIDDING PURPOSES

1. Front: 3/4-inch (19-mm) bullnose.
2. Backsplash: Straight, slightly eased at corner.
3. End Splash: Matching backsplash.

C. Countertops: 1/4-inch- (6.4-mm-) thick, solid surface material laminated to 3/4-inch- (19-mm-) thick particleboard with exposed edges built up with 3/4-inch- (19-mm-) thick, solid surface material.

D. Backsplashes: 1/2-inch- (12.7-mm-) thick, solid surface material.

E. Fabricate tops with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.

1. Fabricate with loose backsplashes for field assembly.
2. Install integral sink bowls in countertops in the shop.

F. Joints: Fabricate countertops without joints to greatest extent possible.

G. Joints: Fabricate countertops in sections for joining in field.

1. Joint Locations: Not within 18 inches (450 mm) of a sink or cooktop and not where a countertop section less than 36 inches (900 mm) long would result, unless unavoidable.
2. Splined Joints: Accurately cut kerfs in edges at joints for insertion of metal splines to maintain alignment of surfaces at joints. Make width of cuts slightly more than thickness of splines to provide snug fit. Provide at least three splines in each joint.

2.3 INSTALLATION MATERIALS

A. Adhesive: Product recommended by solid surface material manufacturer.

B. Sealant for Countertops: Comply with applicable requirements in Section 07 92 00 "Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates to receive solid surface material countertops and conditions under which countertops will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of countertops.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install countertops level to a tolerance of 1/8 inch in 8 feet (3 mm in 2.4 m), 1/4 inch (6 mm) maximum. Do not exceed 1/64-inch (0.4-mm) difference between planes of adjacent units.

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B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Predrill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

C. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.

D. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

E. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.

1. Install metal splines in kerfs in countertop edges at joints. Fill kerfs with adhesive before inserting splines and remove excess immediately after adjoining units are drawn into position.
2. Clamp units to temporary bracing, supports, or each other to ensure that countertops are properly aligned and joints are of specified width.

F. Install backsplashes and end splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.

G. Install aprons to backing and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears. Fasten by screwing through backing. Predrill holes for screws as recommended by manufacturer.

H. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.

1. Seal edges of cutouts in particleboard subtops by saturating with varnish.

I. Apply sealant to gaps at walls; comply with Section 07 92 00 "Joint Sealants."

END OF SECTION 12 36 61.16

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SECTION 26 05 05 - SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Electrical demolition.

1.2 RELATED REQUIREMENTS

A. Section 01 73 00 - Exectution

1.3 SUBMITTALS

A. See Section 01 33 00 - Submittal Procedures

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify field measurements and circuiting arrangements are as indicated.

B. Verify that abandoned wiring and equipment serve only abandoned facilities.

C. Demolition drawings are based on casual field observation.

D. Report discrepancies to Architect before disturbing existing installation.

E. Beginning of demolition means installer accepts existing conditions.

3.2 PREPARATION

A. Disconnect electrical systems in walls, floors, and ceilings to be removed.

B. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

C. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.

1. Obtain permission from Owner at least 168 hours before partially or completely disabling system.

2. Make temporary connections to maintain service in areas adjacent to work area.

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3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Remove, relocate, and extend existing installations to accommodate new construction.

B. Remove abandoned wiring to source of supply.

C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.

E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

F. Repair adjacent construction and finishes damaged during demolition and extension work.

G. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

3.4 CLEANING AND REPAIR

A. See Section 01 74 19 - Construction Waste Management and Disposal for additional requirements.

B. Clean and repair existing materials and equipment that remain or that are to be reused.

C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Single conductor building wire.

B. Metal-clad cable.

C. Wire and cable for 600 volts and less.

D. Wiring connectors.

E. Electrical tape.

F. Heat shrink tubing.

G. Oxide inhibiting compound.

H. Wire pulling lubricant.

I. Cable ties.

1.2 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 26 05 05 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.

C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.

C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).

E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.

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F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2020.

G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

H. NECA 120 - Standard for Installing Armored Cable (AC) and Type Metal-Clad (MC) Cable; 2018.

I. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.

J. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

L. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.

M. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

N. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Current Edition, Including All Revisions.

O. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.

P. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

Q. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

R. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

S. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.

2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.

3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available

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sizes, configurations, and stranding.

C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.8 FIELD CONDITIONS

A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F (-10 degrees C), unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.1 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is not permitted.

F. Armored cable is not permitted.

G. Metal-clad cable is permitted only as follows:

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1. Where not otherwise restricted, may be used:

    a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.

        1) Maximum Length: 6 feet (1.8 m).

    b. Where concealed in hollow stud walls, above accessible ceilings, and under raised floors for branch circuits up to 20 A.

2. In addition to other applicable restrictions, may not be used:

    a. Unless approved by Owner.

    b. Where not approved for use by the authority having jurisdiction.

    c. Where exposed to view.

    d. Where exposed to damage.

    e. For damp, wet, or corrosive locations.

H. Concealed Dry Interior Locations: Use only building wire in raceway or metal clad cable.

I. Exposed Dry Interior Locations: Use only building wire in raceway.

J. Above Accessible Ceilings: Use only building wire in raceway or metal clad cable.

K. Wet or Damp Interior Locations: Use only building wire in raceway.

L. Exterior Locations: Use only building wire in raceway.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Provide products with insulation and temperature ratings as required per equipment installation instructions where such ratings differ from those indicated herein.

D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

E. Comply with NEMA WC 70.

F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

H. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.

I. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.

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J. Conductor Material:

1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.

2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.

3. Tinned Copper Conductors: Comply with ASTM B33.

K. Minimum Conductor Size:

1. Branch Circuits: 12 AWG.

a. Exceptions: Size homerun branch circuit conductors from power source to first outlet in accordance with the following maximum circuit limits, using center of load served as basis for computing circuit lengths:

1) 20 A, 120 V circuits longer than 75 feet (23 m): 10 AWG, for voltage drop.

2) 20 A, 120 V circuits longer than 150 feet (46 m): 8 AWG, for voltage drop.

3) 20 A, 277 V circuits longer than 150 feet (46 m): 10 AWG, for voltage drop.

2. Control Circuits: 14 AWG.

L. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

M. Conductor Color Coding:

1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.

2. Color Coding Method: Integrally colored insulation.

a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.

3. Color Code:

a. 480Y/277 V, 3 Phase, 4 Wire System:

1) Phase A: Brown.

2) Phase B: Orange.

3) Phase C: Yellow.

4) Neutral/Grounded: Gray.

b. 208Y/120 V, 3 Phase, 4 Wire System:

1) Phase A: Black.

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2) Phase B: Red.

3) Phase C: Blue.

4) Neutral/Grounded: White.

c. Equipment Ground, All Systems: Green.

d. Travelers for 3-Way and 4-Way Switching: Pink.

e. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

f. For control circuits, comply with manufacturer's recommended color code.

2.3 SINGLE CONDUCTOR BUILDING WIRE

A. Manufacturers:

1. Copper Building Wire:

a. Cerro Wire LLC: www.cerrowire.com/#sle.

b. Encore Wire Corporation: www.encorewire.com/#sle.

c. Southwire Company: www.southwire.com/#sle.

d. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: Single conductor insulated wire.

C. Conductor Stranding:

1. Feeders and Branch Circuits:

a. Size 10 AWG and Smaller: Solid.

b. Size 8 AWG and Larger: Stranded.

2. Control Circuits: Stranded.

D. Conductor: Copper.

E. Insulation Voltage Rating: 600 volts.

F. Insulation: NFPA 70, Type THHN/THWN unless otherwise indicated on plans.

2.4 METAL-CLAD CABLE

A. Manufacturers:

1. AFC Cable Systems Inc: www.afcweb.com/#sle.

2. Encore Wire Corporation: www.encorewire.com/#sle.

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3. Southwire Company: www.southwire.com/#sle.

4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

C. Conductor Stranding:

1. Size 10 AWG and Smaller: Solid.

2. Size 8 AWG and Larger: Stranded.

D. Insulation: Type THHN/THWN.

E. Provide dedicated neutral conductor for each phase conductor.

F. Grounding: Full-size integral green insulated copper equipment grounding conductor.

G. Armor: Aluminum or steel interlocked tape.

H. Description: NFPA 70, Type MC.

I. Conductor: Copper.

J. Insulation Voltage Rating: 600 volts.

2.5 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.

C. Wiring Connectors for Splices and Taps:

1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.

2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors. Tape uninsulated conductors and connector with electrical tape or insulate with heat shrink tubing to 150 percent of insulation rating of conductor.

D. Wiring Connectors for Non-Motor Terminations:

1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.

2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.

3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.

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4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.

5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.

6. Conductors for Control Circuits: Use crimped terminals for all connections.

E. Wiring Connectors for Motor Terminations: Use motor lead disconnects with slip-on insulating boot, pin and silicone gel. Boot sealant shall be used with all insulating boots.

F. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

G. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

H. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.

1. Manufacturers:

a. 3M: www.3m.com/#sle.

b. Ideal Industries, Inc: www.idealindustries.com/#sle.

c. NSI Industries LLC: www.nsiindustries.com/#sle.

d. Substitutions: See Section 01 60 00 - Product Requirements.

I. Mechanical Connectors: Provide bolted type or set-screw type.

1. Manufacturers:

a. Burndy LLC: www.burndy.com.

b. Ilsco: www.ilsco.com/#sle.

c. Thomas & Betts Corporation; Blackburn Products: www.tnb.com/#sle.

d. Polaris: www.polarisconnectors.com.

e. Substitutions: See Section 01 60 00 - Product Requirements.

J. Compression Connectors: Provide circumferential type or hex type crimp configuration.

1. Manufacturers:

a. Burndy LLC: www.burndy.com.

b. Ilsco: www.ilsco.com/#sle.

c. Thomas & Betts Corporation; Blackburn Products: www.tnb.com/#sle.

d. Substitutions: See Section 01 60 00 - Product Requirements.

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K. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.

1. Manufacturers:

a. Burndy LLC: www.burndy.com.

b. Ilsco: www.ilsco.com/#sle.

c. Thomas & Betts Corporation; Sta-Kon Products: www.tnb.com/#sle.

d. Substitutions: See Section 01 60 00 - Product Requirements.

L. Motor Lead Disconnects: Color-keyed compression-type with slip-on insulating boot, pin, silicone gel and boot sealant.

1. Manufacturers:

a. Thomas & Betts Corporation: www.tnb.com.

1) Motor Lead Disconnects: M2D Series.

2) Boot Sealant: MDBOOT-SEAL.

b. Substitutions: See Section 01 60 00 - Product Requirements.

2.6 ACCESSORIES

A. Electrical Tape:

1. Manufacturers:

a. 3M: www.3m.com/#sle.

b. Plymouth Rubber Europa: www.plymouthrubber.com/#sle.

c. Substitutions: See Section 01 60 00 - Product Requirements.

2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil (0.76 mm); suitable for continuous temperature environment up to 194 degrees F (90 degrees C) and short-term 266 degrees F (130 degrees C) overload service.

5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil (3.2 mm); suitable for continuous temperature environment up to 176 degrees F

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(80 degrees C).

6. Varnished Cambric Electrical Tape: Cotton cambric fabric tape, with or without adhesive, oil-primed and coated with high-grade insulating varnish; minimum thickness of 7 mil (0.18 mm); suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

7. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil (2.3 mm).

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.

1. Manufacturers:

a. 3M: www.3m.com/#sle.

b. Burndy LLC: www.burndy.com.

c. Thomas & Betts Corporation: www.tnb.com/#sle.

d. Substitutions: See Section 01 60 00 - Product Requirements.

C. Wire Pulling Lubricant:

1. Manufacturers:

a. 3M: www.3m.com/#sle.

b. American Polywater Corporation: www.polywater.com/#sle.

c. Ideal Industries, Inc: www.idealindustries.com/#sle.

d. Substitutions: See Section 01 60 00 - Product Requirements.

2. Listed and labeled as complying with UL 267.

3. Suitable for use with conductors/cables and associated insulation/jackets to be installed.

4. Suitable for use at installation temperature.

D. Cable Ties: Material and tensile strength rating suitable for application.

1. Manufacturers:

a. Burndy LLC: www.burndy.com.

b. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

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C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that raceway installation is complete and supported.

E. Verify that field measurements are as indicated.

F. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.3 INSTALLATION

A. Circuiting Requirements:

1. All exposed raceway shall be run in a neat organized fashion and shall be parrallel with other building systems.

2. Unless dimensioned, circuit routing indicated is diagrammatic.

3. When circuit destination is indicated without specific routing, determine exact routing required.

4. Arrange circuiting to minimize splices.

5. Include circuit lengths required to install connected devices within 10 ft (3.0 m) of location indicated.

6. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.

7. Maintain separation of wiring for emergency systems in accordance with NFPA 70.

8. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.

a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.

b. Increase size of conductors as required to account for ampacity derating.

c. Size raceways, boxes, etc. to accommodate conductors.

9. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Install metal-clad cable (Type MC) in accordance with NECA 120.

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E. Installation in Raceway:

1. Remove existing conductors and cables from raceway before pulling in new (where applicable).

2. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.

3. Pull all conductors and cables together into raceway at same time.

4. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.

5. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.

1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles. Support at 6 foot maximum intervals using type MC cable supports designed and listed for the purpose.

2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.

H. Terminate cables using suitable fittings.

1. Metal-Clad Cable (Type MC):

a. Fittings used for connecting type MC cable to boxes, cabinets or other equipment shall be listed and identified for such use. Snap-in connectors or internal box clamps shall not be permitted. All connectors shall be locknut type, designed to secure type MC cable to boxes or enclosures.

b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.

c. Do not use direct-bearing set-screw type fittings for cables with aluminum armor.

d. Provide plastic anti-short bushings on ends of all type MC cable.

I. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.

J. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet (1.5 m) of slack.

K. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

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L. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

M. Make wiring connections using specified wiring connectors.

1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.

2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.

3. Do not remove conductor strands to facilitate insertion into connector.

4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.

6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

N. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.

a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.

b. For taped connections likely to require re-entering first apply varnished cambric electrical tape, followed by adequate amount of rubber splicing electrical tape, followed by outer covering of vinyl insulating electrical tape.

2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.

a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.

b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.

3. Wet Locations: Use heat shrink tubing.

O. Insulate ends of spare conductors using vinyl insulating electrical tape.

P. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.

Q. Identify conductors and cables in accordance with Section 26 05 53.

NOT FOR BIDDING PURPOSES

R. Color Code Legend: Provide identification label identifying color code for ungrounded conductors at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

S. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

T. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

U. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.

V. Protect exposed cable from damage.

W. Clean conductor surfaces before installing lugs and connectors.

X. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

3.4 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Perform field inspection and testing in accordance with Section 01 40 00.

C. Inspect and test in accordance with NETA ATS, except Section 4.

D. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.

1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.

E. Correct deficiencies and replace damaged or defective conductors and cables.

F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Grounding and bonding components.

1.2 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

1. Includes oxide inhibiting compound.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

C. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 5 ohms.

1.6 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

NOT FOR BIDDING PURPOSES

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

1.7 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

A. Do not use products for applications other than as permitted by NFPA 70 and product listing.

B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

D. Grounding System Resistance:

1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.

2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.

3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.

E. Bonding and Equipment Grounding:

1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.

NOT FOR BIDDING PURPOSES

2. Provide green insulated copper equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.

3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.

4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

5. All electrical equipment, devices and raceways shall form continuously grounded systems. Neutral and equipment grounding conductors shall be bonded together only at service entrances or at secondary sides of separately derived systems.

6. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.

7. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

8. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:

   a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.

   b. Metal gas piping. NOTE: Contractor shall ensure that interior metal gas piping is electrically isolated from underground metal gas piping in order to prevent underground gas piping from inadvertently becoming a grounding electrode, as is prohibited by NFPA 70.

   c. Metal process piping.

9. Provide bonding for interior metal air ducts.

2.2 GROUNDING AND BONDING COMPONENTS

A. General Requirements:

1. Provide products listed, classified, and labeled as suitable for the purpose intended.

2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:

1. Use insulated copper conductors unless otherwise indicated.

   a. Exceptions:

      1) Use bare copper conductors where installed underground in direct contact with earth.

      2) Use bare copper conductors where directly encased in concrete (not in raceway).

NOT FOR BIDDING PURPOSES

2. Factory Pre-fabricated Bonding Jumpers: Furnished with factory-installed ferrules; size braided cables to provide equivalent gauge of specified conductors.

C. Connectors for Grounding and Bonding:

1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.

2. Unless otherwise indicated, use exothermic welded connections or compression connectors for underground, concealed and other inaccessible connections.

3. Unless otherwise indicated, use mechanical connectors or compression connectors for accessible connections.

4. Manufacturers - Mechanical and Compression Connectors:

a. allG Fabrication: www.allgfab.com/#sle.

b. Burndy LLC: www.burndy.com.

c. Harger Lightning & Grounding: www.harger.com/#sle.

d. Thomas & Betts Corporation: www.tnb.com/#sle.

e. Substitutions: See Section 01 60 00 - Product Requirements.

5. Manufacturers - Exothermic Welded Connections:

a. Burndy LLC: www.burndy.com.

b. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: www.thermoweld.com/#sle.

c. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Verify existing conditions prior to beginning work.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Make grounding and bonding connections using specified connectors.

NOT FOR BIDDING PURPOSES

1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.

2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.

3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.

4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.

5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

D. Identify grounding and bonding system components in accordance with Section 26 05 53.

E. Provide bonding to meet requirements described in Quality Assurance.

F. Equipment Grounding Conductor: Provide separate, green insulated copper equipment grounding conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

3.3 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.13.

D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 26 05 29 - HANGERS AND SUPPORTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.2 RELATED REQUIREMENTS

A. Section 26 05 33.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.

B. Section 26 05 33.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

C. Conduit and equipment supports.

D. Anchors and fasteners.

1.3 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.

D. MFMA-4 - Metal Framing Standards Publication; 2004.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

F. NFPA 70 - National Electrical Code, Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 5B - Strut-Type Channel Raceways and Fittings; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.

2. Coordinate work to provide additional framing and materials required for installation.

3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.

4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.

NOT FOR BIDDING PURPOSES

5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not install products on or provide attachment to concrete surfaces until concrete has cured; see Section 03 30 00.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel/strut framing systems, nonpenetrating rooftop supports, and post-installed concrete/masonry anchors.

C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.

1.6 QUALITY ASSURANCE

A. Maintain at project site one copy of each referenced document that prescribes execution requirements.

B. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:

1. Comply with the following. Where requirements differ, comply with most stringent.

a. NFPA 70.

b. Requirements of authorities having jurisdiction.

2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.

3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.

4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supportedwith a minimum safety factor of five times the applied force. Include consideration for vibration, equipment operation, and shock loads where applicable.

5. Do not use products for applications other than as permitted by NFPA 70 and product listing.

NOT FOR BIDDING PURPOSES

6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.

7. Steel Components: Use corrosion-resistant materials suitable for environment where installed.

   a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.

   b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.

   c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

   d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.

1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.

2. Conduit Clamps: Bolted type unless otherwise indicated.

3. Manufacturers:

   a. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.

C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.

1. Manufacturers:

   a. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.

   b. Substitutions: See Section 01 60 00 - Product Requirements.

D. Metal Channel/Strut Framing Systems:

1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.

2. Comply with MFMA-4.

3. Channel Material:

   a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.

   b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.

4. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch (2.66 mm).

5. Minimum Channel Dimensions: 1-5/8 inch (41 mm) wide by 13/16 inch (21 mm) high.

E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.

1. Minimum Size, Unless Otherwise Indicated or Required:

NOT FOR BIDDING PURPOSES

a. Equipment Supports: 1/2-inch (13 mm) diameter.

b. Single Conduit up to 1-inch (27 mm) Trade Size: 1/4-inch (6 mm) diameter.

c. Single Conduit Larger than 1-inch (27 mm) Trade Size: 3/8-inch (10 mm) diameter.

d. Trapeze Support for Multiple Conduits: 3/8-inch (10 mm) diameter.

e. Outlet Boxes: 1/4-inch (6 mm) diameter.

f. Luminaires: 1/4-inch (6 mm) diameter.

F. Nonpenetrating Rooftop Supports for Low-Slope Roofs:

1. Description: Steel pedestals with thermoplastic or rubber bases that rest on top of roofing membrane, not requiring attachment to roof structure and not penetrating roofing assembly, with support fixtures as specified.

2. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.

3. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.

4. Mounting Height: Provide minimum clearance of 12 inches (305 mm) under supported component to top of roofing.

G. Anchors and Fasteners:

1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.

2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.

3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.

4. Hollow Masonry: Use toggle bolts.

5. Hollow Stud Walls: Use toggle bolts.

6. Steel: Use beam clamps, machine bolts, or welded threaded studs.

7. Sheet Metal: Use sheet metal screws.

8. Wood: Use wood screws.

9. Plastic and lead anchors are not permitted.

10. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.

a. Manufacturer: Same as manufacturer of metal channel/strut framing system.

b. Comply with MFMA-4.

c. Channel Material: Use galvanized steel.

NOT FOR BIDDING PURPOSES

d. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch (2.66 mm) minimum base metal thickness.

11. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.

2.2 MATERIALS

A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.

B. Supports: Fabricated of structural steel or formed steel members; galvanized.

C. Anchors and Fasteners:

ANCHOR HARDWARE TABLE

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install hangers and supports in accordance with NECA 1.

C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.

D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

E. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

F. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

H. Equipment Support and Attachment:

1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.

NOT FOR BIDDING PURPOSES

2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.

3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.

4. Unless otherwise indicated, mount floor-mounted equipment on properly sized concrete pad 3 inches (80 mm) in height; see Section 03 30 00.

5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

I. Conduit Support and Attachment: See Section 26 05 33.13 for additional requirements.

J. Box Support and Attachment: See Section 26 05 33.16 for additional requirements.

K. Interior Luminaire Support and Attachment: See Section 26 51 00 for additional requirements.

L. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.

M. Secure fasteners in accordance with manufacturer's recommended torque settings.

N. Remove temporary supports.

O. Identify independent electrical component support wires above accessible ceilings with color distinguishable from ceiling support wires in accordance with NFPA 70.

3.3 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements for additional requirements.

B. Inspect support and attachment components for damage and defects.

C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

D. Correct deficiencies and replace damaged or defective support and attachment components.

E. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.

1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

2. Do not drill or cut structural members.

F. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.

G. Install surface-mounted cabinets and panelboards with minimum of four anchors.

H. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1-5/8" off wall.

NOT FOR BIDDING PURPOSES

I. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 26 05 33.13 - CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).

B. Stainless steel rigid metal conduit (RMC).

C. Stainless steel intermediate metal conduit (IMC).

D. Flexible metal conduit (FMC).

E. Liquidtight flexible metal conduit (LFMC).

F. Galvanized steel electrical metallic tubing (EMT).

G. Stainless steel electrical metallic tubing (EMT).

H. Conduit, fittings and conduit bodies.

1.2 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Metal clad cable (Type MC), including uses permitted..

C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

1. Includes additional requirements for fittings for grounding and bonding.

D. Section 26 05 29 - Hangers and Supports.

E. Section 26 05 33.16 - Boxes for Electrical Systems.

F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.

B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.

C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.

D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.

F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.

NOT FOR BIDDING PURPOSES

G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

H. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.

I. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.

J. UL 6A - Electrical Rigid Metal Conduit-Aluminum, Red Brass, and Stainless Steel; Current Edition, Including All Revisions.

K. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.

L. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.

M. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

N. UL 797A - Electrical Metallic Tubing - Aluminum and Stainless Steel; Current Edition, Including All Revisions.

O. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

P. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.

2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.

3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.

4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.

5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

NOT FOR BIDDING PURPOSES

C. Shop Drawings:

D. Project Record Documents: Record actual routing for conduits 2 inch (53 mm) trade size and larger.

1.6 QUALITY ASSURANCE

A. Documents at Project Site: Maintain at project site one copy of manufacturer's instructions and shop drawings.

B. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

B. Accept conduit on site. Inspect for damage.

C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.

C. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

D. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

E. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

F. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

G. Exposed, Interior (including unfinished spaces), Not Subject to Physical Damage: Use electrical metallic tubing (EMT).

H. Exposed, Interior (including unfinished spaces), Subject to Physical Damage: Use galvanized steel rigid metal conduit.

NOT FOR BIDDING PURPOSES

1. Locations subject to physical damage include, but are not limited to:

    a. Where exposed below 8 feet (2.4 m), except within electrical and communication rooms or closets.

    b. Where exposed below 20 feet (6.1 m) in warehouse areas.

I. Exposed, Exterior: Use galvanized steel rigid metal conduit.

J. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.

K. Flexible Connections to Vibrating Equipment:

1. Dry Locations: Use flexible metal conduit (FMC).

2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).

3. Maximum Length: 6 feet (1.8 m) unless otherwise indicated.

4. Vibrating equipment includes, but is not limited to:

    a. Transformers.

    b. Motors.

L. Fished in Existing Walls, Where Necessary: Use flexible metal conduit (FMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

2.2 CONDUIT - GENERAL REQUIREMENTS

A. Comply with NFPA 70.

B. Fittings for Grounding and Bonding: See Section 26 05 26 for additional requirements.

C. Provide conduit, fittings, supports, and accessories required for complete raceway system.

D. Provide products listed, classified, and labeled as suitable for purpose intended.

E. Minimum Conduit Size, Unless Otherwise Indicated:

1. Branch Circuits: 3/4-inch (21 mm) trade size.

2. Branch Circuit Homeruns: 3/4-inch (21 mm) trade size.

3. Control Circuits: 1/2-inch (16 mm) trade size.

4. Flexible Connections to Luminaires: 3/8-inch (12 mm) trade size.

F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Manufacturers:

NOT FOR BIDDING PURPOSES

1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
2. Nucor Tubular Products: www.nucortubular.com/#sle.
3. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

C. Fittings:

1. Manufacturers:
   a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
   b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
   c. Substitutions: See Section 01 60 00 - Product Requirements.
2. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
3. Material: Use steel or malleable iron.
   a. Do not use die cast zinc fittings.
4. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.4 STAINLESS STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC stainless steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6A.

B. Fittings:

1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6A.
2. Material: Use stainless steel with corrosion resistance equivalent to conduit.
3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.5 STAINLESS STEEL INTERMEDIATE METAL CONDUIT (IMC)

A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.

B. Fittings:

1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.

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2.6 FLEXIBLE METAL CONDUIT (FMC)

A. Manufacturers:

1. AFC Cable Systems, Inc: www.afcweb.com.
2. Electri-Flex Company: www.electriflex.com.
3. International Metal Hose: www.metalhose.com.
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.

C. Fittings:

1. Manufacturers:
   a. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.
   b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
   c. Substitutions: See Section 01 60 00 - Product Requirements.
2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
   a. Do not use die cast zinc fittings.

D. Description: Interlocked steel construction.

E. Fittings: NEMA FB 1.

2.7 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Manufacturers:

1. AFC Cable Systems, Inc: www.afcweb.com.
2. Electri-Flex Company: www.electriflex.com.
3. International Metal Hose: www.metalhose.com.
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

C. Fittings:

1. Manufacturers:
   a. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.

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b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.

c. Substitutions: See Section 01 60 00 - Product Requirements.

2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

3. Material: Use steel or malleable iron.

a. Do not use die cast zinc fittings.

D. Description: Interlocked steel construction with PVC jacket.

E. Fittings: NEMA FB 1.

2.8 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:

1. Allied Tube & Conduit; _____: www.alliedeg.com.

2. Nucor Tubular Products: www.nucortubular/#sle.

3. Wheatland Tube Company: www.wheatland.com.

4. Triangle

5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

C. Fittings:

1. Manufacturers:

a. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.

b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.

c. Substitutions: See Section 01 60 00 - Product Requirements.

2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

3. Material: Use steel or malleable iron.

a. Do not use die cast zinc fittings.

4. Connectors and Couplings: Use compression/gland or set-screw type.

a. Do not use indenter type connectors and couplings.

b. Do not use set-screw type connectors and couplings.

D. Description: ANSI C80.3; galvanized tubing.

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E. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron compression type.

2.9 STAINLESS STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT stainless steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797A.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Connectors and Couplings: Use compression/gland or set-screw type.

2.10 ACCESSORIES

A. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.

B. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf (5.6 kN).

C. Sealing Compound for Hazardous/Classified Location Sealing Fittings: Listed for use with particular fittings to be installed.

D. Sealing Systems for Concrete Penetrations:

1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.

2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.

3. Product: Link-Seal.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. All conduit penetrations into equipment enclosures shall be made by the Electrical Contractor.

C. Install conduit securely in a neat and workmanlike manner in accordance with NECA 1.

D. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.

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E. Intermediate Metal Conduit (IMC): Install in accordance with NECA 101.

F. Conduit Routing:

1. Unless dimensioned, conduit routing indicated is diagrammatic.

2. When conduit destination is indicated without specific routing, determine exact routing required.

3. Conceal all conduits within finished walls, ceilings and floors unless specifically indicated to be exposed.

4. Conduits in the following areas may be exposed, unless otherwise indicated:

   a. Electrical rooms.

   b. Mechanical equipment rooms.

   c. Within joists in areas with no ceiling.

5. Unless otherwise approved, do not route exposed conduits:

   a. Across floors.

   b. Across roofs.

   c. Across top of parapet walls.

   d. Across building exterior surfaces.

6. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.

7. Arrange conduit to maintain adequate headroom, clearances, and access.

8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate bends in metal conduit larger than 2 inch size.

9. Arrange conduit to provide no more than 150 feet (46 m) between pull points.

10. Route conduits above water and drain piping where possible.

11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.

12. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.

13. Maintain minimum clearance of 12 inches (300 mm) between conduits and hot surfaces. This includes, but is not limited to:

    a. Heaters.

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b. Hot water piping.

c. Flues.

14. Group parallel conduits in same area on common rack.

G. Conduit Support:

1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 05 29.

2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.

4. Use conduit strap to support single surface-mounted conduit.

a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.

5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.

6. Use conduit clamp to support single conduit from beam clamp or threaded rod.

7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.

8. Use non-penetrating rooftop supports to support conduits routed across rooftops (only where approved). All such conduits shall be elevated a minimum of 12 inches above the rooftop where exposed to direct sunlight.

9. Use of spring steel conduit clips for support of conduits is not permitted.

10. Use of wire for support of conduits is not permitted. Remove all wire used for temporary supports.

11. Use of perforated pipe straps for support of conduits is not permitted.

12. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with most stringent requirements.

H. Connections and Terminations:

1. Use fittings compatible with conduit used and suitable for location.

2. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.

3. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.

4. Use suitable adapters where required to transition from one type of conduit to another.

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5. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.

6. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.

7. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.

8. Bring conduit to shoulders of fittings. Secure joints and connections tightly to provide maximum mechanical strength and electrical continuity. Use bonding bushings or wedges at connections subject to vibration.

I. Penetrations:

1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.

2. All penetrations through floors or walls shall be core-drilled. Use of jack hammers shall not be permitted. Maximum hole diameters shall not exceed 6 inches. All holes shall be spaced at least 18 inches apart in all directions. Re-use of existing penetrations shall be permitted.

3. Prior to any core drilling through floors or walls, the Electrical Contractor shall visually survey both sides to determine if any pipes, ducts or electrical utilities exist that may present obstacles. The Electrical Contractor shall also indentify locations of existing concrete slab reinforcement or in-slab utilities using a pachometer, x-ray or similar device. All core-drilled penetrations shall be a minimum of 3 inches away from existing concrete slab reinforcement or in-slab utilities.

4. Make penetrations perpendicular to surfaces unless otherwise indicated.

5. Provide steel sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.

6. Conceal bends for conduit risers emerging above ground.

7. Provide suitable modular seal where conduits penetrate exterior wall above or below grade.

8. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.

9. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.

10. Provide metal escutcheon plates for conduit penetrations exposed to public view.

11. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

NOT FOR BIDDING PURPOSES

J. Stub-Up Connections for Equipment: Extend conductors to equipment with rigid metal conduit (RMC). Flexible metal conduit (FMC) or liquidtight flexible metal conduit (LFMC) may be used 6 inches above the floor.

K. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings or approved flexible connections to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:

1. Where conduits cross structural joints intended for expansion, contraction, or deflection.

2. Where conduits are subject to earth movement by settlement or frost.

L. Conduit Sealing:

1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:

a. Where conduits enter building from outside.

b. Where service conduits enter building from underground distribution system.

c. Where conduits enter building from underground.

d. Where conduits may transport moisture to contact live parts.

2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:

a. Where conduits pass from outdoors into conditioned interior spaces.

b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide conduit sealing fittings filled with listed sealing compound at approved and accessible locations near the penetrations to prevent condensation. For concealed conduits, install each fitting in a flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. This includes, but is not limited to:

1. Where conduits penetrate coolers or freezers, or other refrigerated spaces.

N. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches (300 mm) at each end.

O. Provide grounding and bonding of conduit in accordance with Section 26 05 26.

P. Identify conduits; see Section 26 05 53.

3.3 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements for additional requirements.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

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C. Correct deficiencies and replace damaged or defective conduits.

3.4 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

3.5 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

B. Arrange supports to prevent misalignment during wiring installation.

C. Cut conduit square using saw or pipecutter; de-burr cut ends.

D. Use suitable caps to protect installed conduit against entrance of dirt and moisture.

3.6 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

B. Route conduit through roof openings for piping and ductwork wherever possible. Where separate roofing penetration is required, coordinate location and installation method with roofing installation specified.

END OF SECTION

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SECTION 26 05 33.16 - BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.

B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).

C. Wall and ceiling outlet boxes.

D. Pull and junction boxes.

1.2 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 08 31 00 - Access Doors and Panels: Panels for maintaining access to concealed boxes.

C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

D. Section 26 05 29 - Hangers and Supports.

E. Section 26 05 33.13 - Conduit for Electrical Systems:

1. Conduit bodies and other fittings.

2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.

F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

G. Section 26 27 26 - Wiring Devices:

1. Wall plates.

2. Additional requirements for locating boxes for wiring devices.

1.3 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.

C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.

D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.

E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.

NOT FOR BIDDING PURPOSES

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.

J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.

4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.

5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.

6. Coordinate the work with other trades to preserve insulation integrity.

7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.

8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes and junction and pull boxes.

C. Project Record Documents: Record actual locations for pull boxes.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 01 60 00 - Product Requirements, for additional provisions.

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1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 BOXES

A. General Requirements:

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.

2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.

3. Provide products listed, classified, and labeled as suitable for the purpose intended.

4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:

1. Use sheet-steel boxes for concealed interior dry locations unless otherwise indicated or required.

2. Use cast iron boxes or cast aluminum boxes for exposed interior dry locations, and for interior and exterior damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.

3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.

4. Use suitable concrete type boxes where flush-mounted in concrete.

5. Use suitable masonry type boxes where flush-mounted in masonry walls.

6. Use raised covers suitable for the type of wall construction and device configuration where required.

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7. Use shallow boxes where required by the type of wall construction.

8. Do not use "through-wall" boxes designed for access from both sides of wall.

9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.

10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

11. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.

12. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.

13. Minimum Box Size, Unless Otherwise Indicated:

    a. Wiring Devices: 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.

    b. Communications Systems Outlets: 4 inch square by 2-1/8 inch (100 by 54 mm) trade size.

    c. Ceiling Outlets: 4 inch octagonal or square by 2-1/8 inch deep (100 by 54 mm) trade size.

14. Wall Plates: Comply with Section 26 27 26.

15. Manufacturers:

    a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.

    b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com.

    c. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com.

    d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.

    e. Thomas & Betts Corporation; Steel City Products: www.tnb.com/#sle.

    f. Substitutions: See Section 01 60 00 - Product Requirements.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):

1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.

2. NEMA 250 Environment Type, Unless Otherwise Indicated:

    a. Indoor Clean, Dry Locations: Type 1, painted steel.

    b. Outdoor Locations: Type 3R, painted steel.

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3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):

   a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

4. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.

5. Manufacturers:

   a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.

   b. Hoffman, a brand of Pentair Technical Products: www.hoffmanonline.com/#sle.

   c. Hubbell Incorporated; Wiegmann Products: www.hubbell-wiegmann.com/#sle.

   d. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive boxes.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

E. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.

F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

G. Box Locations:

1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.

2. Unless dimensioned, box locations indicated are approximate.

3. Locate and orient boxes as required for devices installed under other sections or by others.

NOT FOR BIDDING PURPOSES

a. Switches, Receptacles, and Other Wiring Devices: Comply with Section 26 27 26.

4. Locate boxes so that wall plates do not span different building finishes.

5. Locate boxes so that wall plates do not cross masonry joints.

6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.

7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches (150 mm) horizontal separation unless otherwise indicated:

a. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches (610 mm) horizontal separation.

b. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.

1) Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches (610 mm) separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.

2) Do not install flush-mounted boxes with area larger than 16 square inches (0.0103 sq m) or such that the total aggregate area of openings exceeds 100 square inches (0.0645 sq m) for any 100 square feet (9.29 sq m) of wall area.

8. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 33.13.

9. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:

a. Concealed above accessible suspended ceilings.

b. Within joists in areas with no ceiling.

c. Electrical rooms.

d. Mechanical equipment rooms.

H. Box Supports:

1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.

2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.

3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.

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4. Use far-side support to secure flush-mounted boxes supported from single stud in hollow stud walls. Repair or replace supports for boxes that permit excessive movement.

I. Install boxes plumb and level.

J. Flush-Mounted Boxes:

1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch (6 mm) or does not project beyond finished surface.

2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.

3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch (3 mm) at the edge of the box.

K. Install boxes as required to preserve insulation integrity.

L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

N. Close unused box openings.

O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

P. Provide grounding and bonding of boxes, enclosures and cabinets in accordance with Section 26 05 26.

Q. Identify boxes in accordance with Section 26 05 53.

R. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.

S. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

T. Coordinate installation of outlet boxes for equipment connected under Section 26 27 17.

U. Set wall mounted boxes at elevations to accommodate mounting heights indicated.

V. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.

1. Adjust box locations up to 10 feet (3 m) if required to accommodate intended purpose.

W. Maintain headroom and present neat mechanical appearance.

X. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.

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Y. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.

Z. Locate outlet boxes to allow luminaires to be positioned as shown on reflected ceiling plan.

AA. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

BB. Locate flush mounting boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

CC. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

DD. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches (305 mm) of box.

EE. Use gang box with plaster ring for single device outlets.

3.3 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.

B. Install knockout closures in unused box openings.

3.4 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.5 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

B. Clean exposed surfaces and restore finish.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Electrical identification requirements.

B. Large Device Identification.

C. Nameplates and Labels.

D. Wire and cable markers.

E. Voltage markers.

F. Warning signs and labels.

1.2 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

1.3 REFERENCE STANDARDS

A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2011.

B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2011.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. NFPA 70E - Standard for Electrical Safety in the Workplace; 2015.

E. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

B. Sequencing:

1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.

2. Do not install identification products until final surface finishes and painting are complete.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

NOT FOR BIDDING PURPOSES

C. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.7 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.1 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:

1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.

a. Panelboards:

1) Use typewritten circuit directory to identify load(s) served for panelboards with a door.

b. Enclosed switches, circuit breakers, and motor controllers:

1) Identify voltage and phase.

2) Identify power source and circuit number. Include location when not within sight of equipment.

3) Identify load(s) served. Include location when not within sight of equipment.

2. Emergency System Equipment:

a. Use identification label to identify emergency system equipment in accordance with NFPA 70.

3. Use voltage marker to identify highest voltage presentfor each piece of electrical equipment with nominal voltage equal to or greater than 480 V phase-to-phase and 277 V phase-to-ground.

4. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.

5. Use identification label to identify overcurrent protective devices for branch circuits serving fire alarm circuits. Identify with text "FIRE ALARM CIRCUIT".

6. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazardsfor electrical equipment, such as panelboards or industrial control panels, that are likely to require examination, adjustment, servicing, or maintenance while energized.

a. Minimum Size: 3.5 by 5 inches (89 mm by 127 mm).

NOT FOR BIDDING PURPOSES

b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.

7. Use warning labels, identification nameplates, or identification labels to identify electrical hazards for equipment where multiple power sources are present with the word message "DANGER; Hazardous voltage; Multiple power sources may be present; Disconnect all electric power including remote disconnects before servicing" or approved equivalent.

B. Identification for Conductors and Cables:

1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.

2. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:

a. At each source and load connection.

b. Within boxes when more than one circuit is present.

c. Within equipment enclosures when conductors and cables enter or leave the enclosure.

C. Identification for Raceways:

1. Use voltage markers to identify highest voltage present for accessible conduitscontaining conductors with nominal voltage equal to or greater than 480 V phase-to-phase and 277 V phase-to-ground at maximum intervals of 20 feet (6.1 m).

2. Use voltage markers, color-coded bands, or factory-painted conduits to identify systems other than normal power system for accessible conduits.

a. Maximum Intervals: 20 feet (6.1 m).

b. Color-Coded Bands: Use field-painting or vinyl color coding electrical tape to mark bands 3 inches (76 mm) wide.

1) Vinyl Color Coding Electrical Tape: Comply with Section 26 05 19.

c. Color Code:

3. Use identification labels or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.

4. Use identification labels or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.

D. Identification for Boxes:

1. Use voltage markers or identification labels to identify highest voltage present.

NOT FOR BIDDING PURPOSES

2. Use voltage markers or color coded boxes to identify systems other than normal power system.

a. Color-Coded Boxes: Field-painted with the same color code used for raceways.

1) Emergency Power System: Red.

2) Fire Alarm System: Red.

3. Use identification labels to identify circuits enclosed.

a. Identify circuits via power source and circuit numbers.

1) Include voltage and phase for other than 120 V, single phase circuits.

b. For exposed boxes in public areas, provide identification on inside face of cover.

E. Identification for Devices:

1. Use identification label to identify fire alarm system devices.

2. Use identification label to identify serving branch circuit for all receptacles.

a. For receptacles with weatherproof covers, provide identification on inside surface of weatherproof cover.

3. Use engraved wallplate to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.

F. Identification for Luminaires:

1. Use permanent red dot on luminaire frame to identify luminaires connected to emergency power system or with integral emergency battery units.

2.2 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:

1. Manufacturers:

a. Brimar Industries, Inc: www.brimar.com/#sle.

b. Kolbi Pipe Marker Co: www.kolbipipemarkers.com.

c. Seton Identification Products: www.seton.com.

d. Substitutions: See Section 01 60 00 - Product Requirements.

2. Materials:

a. Indoor Clean, Dry Locations: Use plastic nameplates.

b. Outdoor Locations: Use plastic nameplates suitable for exterior use.

NOT FOR BIDDING PURPOSES

3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.

    a. Exception: Provide minimum thickness of 1/8 inch (3 mm) when any dimension is greater than 4 inches (100 mm).

4. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) high; Four, located at corners for larger sizes.

B. Identification Labels:

1. Manufacturers:

    a. Brady Corporation: www.bradyid.com.

    b. Brother International Corporation: www.brother-usa.com/#sle.

    c. Panduit Corp: www.panduit.com/#sle.

    d. Substitutions: See Section 01 60 00 - Product Requirements.

2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.

    a. Use only for indoor locations.

3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:

1. Minimum Size: 1.5 inches (38 mm) by 4 inches (100 mm).

2. Legend:

    a. System designation where applicable:

        1) Emergency Power System: Identify with text "EMERGENCY".

        2) Fire Alarm System: Identify with text "FIRE ALARM".

    b. Equipment designation or other approved description.

    c. Voltage and phase (single-phase or 3-phase).

    d. Power source and circuit number.

    e. Other information as indicated.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height:

    a. System Designation: 1 inch (25 mm).

NOT FOR BIDDING PURPOSES

b. Equipment Designation: 1/4 inch (6 mm).

c. Other Information: 1/4 inch (6 mm).

d. Exception: Provide minimum text height of 1 inch (25 mm) for equipment located more than 10 feet (3.0 m) above floor or working platform.

5. Color:

a. Normal Power System: White text on black background.

b. Emergency Power System:

1) Life Safety Branch: White text on red background.

c. Fire Alarm System: White text on red background.

D. Format for General Information and Operating Instructions:

1. Minimum Size: 2 inches (51 mm) by 4 inches (100 mm).

2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 1/4 inch (6 mm).

5. Color: White text on blue background unless otherwise indicated.

a. Exceptions:

1) Provide white text on red background for general information or operational instructions for emergency systems.

2) Provide white text on red background for general information or operational instructions for fire alarm systems.

E. Format for Caution and Warning Messages:

1. Minimum Size: 2 inches (51 mm) by 4 inches (100 mm).

2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 1/2 inch (13 mm).

5. Color: Black text on yellow background unless otherwise indicated.

F. Format for Receptacle Identification:

1. Minimum Size: 3/8 inch (10 mm) by 1.5 inches (38 mm).

2. Legend: Power source and circuit number or other designation indicated.

NOT FOR BIDDING PURPOSES

a. Include voltage and phase for other than 120 V, single phase circuits.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 3/16 inch (5 mm).

5. Color: Black text on white background.

G. Format for Control Device Identification (toggle switches, motor starters, etc.):

1. Minimum Size: 3/8 inch (10 mm) by 1.5 inches (38 mm).

2. Legend: Load controlled, power source and circuit number or other designation indicated.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 3/16 inch (5 mm).

5. Color: Black text on white background.

H. Format for Fire Alarm Device Identification:

1. Minimum Size: 3/8 inch (10 mm) by 1.5 inches (38 mm).

2. Legend: Designation indicated and device zone or address.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 3/16 inch (5 mm).

5. Color: Black text on white background.

2.3 WIRE AND CABLE MARKERS

A. Manufacturers:

1. Brady Corporation: www.bradyid.com.

2. HellermannTyton: www.hellermanntyton.com.

3. Panduit Corp: www.panduit.com/#sle.

4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Markers for Conductors and Cables: Use heat-shrink sleeve type markers suitable for the conductor or cable to be identified.

1. Do not use self-adhesive type markers.

C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

D. Legend: Power source and circuit number or other designation indicated.

E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.

NOT FOR BIDDING PURPOSES

1. Do not use handwritten text.

F. Minimum Text Height: 1/8 inch (3 mm).

G. Color: Black text on white background unless otherwise indicated.

H. Locations: Each conductor at pull boxes, junction boxes, and termination or connection points including each load connection.

I. Legend:

1. Power and Lighting Circuits: Power source and branch circuit or feeder number indicated on drawings.

2.4 VOLTAGE MARKERS

A. Manufacturers:

1. Brady Corporation: www.bradyid.com.

2. Brimar Industries, Inc: www.brimar.com/#sle.

3. Seton Identification Products: www.seton.com.

4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.

C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

D. Minimum Size:

1. Markers for Equipment: 1 1/8 by 4 1/2 inches (29 by 110 mm).

2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.

3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches (29 by 110 mm).

4. Markers for Junction Boxes: 1/2 by 2 1/4 inches (13 by 57 mm).

E. Legend:

1. Markers for Voltage Identification: Highest voltage present.

2. Markers for System Identification:

a. Emergency Power System: Text "EMERGENCY".

b. Other Systems: Type of service.

F. Color: Black text on orange background unless otherwise indicated.

G. Location: Furnish markers for each conduit longer than 6 feet (2 m).

NOT FOR BIDDING PURPOSES

H. Spacing: 20 feet (6 m) on center.

2.5 WARNING SIGNS AND LABELS

A. Manufacturers:

1. Brimar Industries, Inc: www.brimar.com/#sle.

2. Clarion Safety Systems, LLC: www.clarionsafety.com.

3. Seton Identification Products: www.seton.com.

4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

C. Warning Labels:

1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.

a. Do not use labels designed to be completed using handwritten text.

2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.

3. Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

PART 3 EXECUTION

3.1 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

B. Degrease and clean surfaces to receive nameplates and labels.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:

1. Surface-Mounted Equipment: Enclosure front.

2. Flush-Mounted Equipment: Enclosure front.

3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.

4. Elevated Equipment: Legible from the floor or working platform.

5. Interior Components: Legible from the point of access.

NOT FOR BIDDING PURPOSES

6. Conduits: Legible from the floor.

7. Boxes: Outside face of cover.

8. Conductors and Cables: Legible from the point of access.

9. Devices: Outside face of cover.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws or epoxy cement and to interior surfaces using self-adhesive backing or epoxy cement.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

3.3 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 05 83 - WIRING CONNECTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Electrical connections to equipment.

1.2 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.

B. Section 26 05 33.13 - Conduit for Electrical Systems.

C. Section 26 05 33.16 - Boxes for Electrical Systems.

D. Section 26 27 26 - Wiring Devices.

E. Section 26 28 16.16 - Enclosed Switches.

1.3 REFERENCE STANDARDS

A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).

B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.

2. Determine connection locations and requirements.

B. Sequencing:

1. Install rough-in of electrical connections before installation of equipment is required.

2. Make electrical connections before required start-up of equipment.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide wiring device manufacturer’s catalog information showing dimensions, configurations, and construction.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Products: Listed, classified, and labeled as suitable for the purpose intended.

NOT FOR BIDDING PURPOSES

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.1 MATERIALS

A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.

1. Colors: Comply with NEMA WD 1.

2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.

3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Disconnect Switches: As specified in Section 26 28 16.16 and in individual equipment sections.

C. Wiring Devices: As specified in Section 26 27 26.

D. Flexible Conduit: As specified in Section 26 05 33.13.

E. Wire and Cable: As specified in Section 26 05 19.

F. Boxes: As specified in Section 26 05 33.16.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

D. Provide receptacle outlet to accommodate connection with attachment plug.

E. Provide cord and cap where field-supplied attachment plug is required.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

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G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install terminal block jumpers to complete equipment wiring requirements.

I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

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SECTION 26 27 26 - WIRING DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Receptacles.

B. Wall plates and covers.

1.2 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 33.16 - Boxes for Electrical Systems.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 05 83 - Wiring Connections: Cords and plugs for equipment.

1.3 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.

C. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.

2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.

3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.

4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.

5. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

B. Sequencing:

NOT FOR BIDDING PURPOSES

1. Do not install wiring devices or wall plates until wiring, final surface finishes and painting are complete.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

C. Project Record Documents: Record actual installed locations of wiring devices.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 01 60 00 - Product Requirements, for additional provisions.

2. Extra Wall Plates: One of each style, size, and finish.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Products: Listed, classified, and labeled as suitable for the purpose intended.

E. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND PROTECTION

A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

PART 2 PRODUCTS

2.1 WIRING DEVICES - GENERAL REQUIREMENTS

A. Provide wiring devices suitable for intended use with ratings adequate for load served.

2.2 WIRING DEVICE APPLICATIONS

A. Provide GFCI protection for all receptacles installed within [6 feet] of sinks.

B. Provide GFCI protection for all receptacles installed in kitchens.

C. Provide GFCI protection for all receptacles serving electric drinking fountains.

2.3 ALL WIRING DEVICES

A. Provide products listed and classified by Underwriters Laboratories Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and

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indicated.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that final surface finishes are complete, including painting.

E. Verify that floor boxes are adjusted properly.

F. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

G. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.

1. Mounting Heights: As indicated on the drawings.

2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.

3. Where multiple receptacles or wall switches are installed at the same location and at the same mounting height, gang devices together under a common wall plate.

4. Locate wall switches on strike side of door with edge of wall plate 3 inches (80 mm) from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.

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F. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

G. Install wiring devices plumb, secure and level with mounting yoke held rigidly in place.

H. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

I. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

J. Identify wiring devices in accordance with Section 26 05 53.

K. Install poke-through closure plugs in each unused core holes to maintain fire rating of floor.

L. Install stainless steel plates on switch, receptacle and blank outlets in finished areas.

M. Install raised galvanized steel cover plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted switches & outlets.

N. Install nylon plates on receptacle outlets flush-mounted in suspended ceilings.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 37 to obtain mounting heights indicated on drawings.

3.5 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each wiring device for damage and defects.

C. Test each receptacle to verify operation and proper polarity.

D. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.6 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 28 16.13 - ENCLOSED CIRCUIT BREAKERS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Molded case circuit breakers.

1.2 RELATED REQUIREMENTS

A. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

E. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

F. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.

4. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for circuit breakers, enclosures, and other installed components and accessories.

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1. Include characteristic trip curves for each type and rating of circuit breaker upon request.

C. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed circuit breaker internal components, enclosure, and finish.

1.8 FIELD CONDITIONS

A. Maintain ambient temperature between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C) during and after installation of enclosed circuit breakers.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Eaton Corporation: www.eaton.com.

B. Siemens Industry, Inc: www.usa.siemens.com.

2.2 MOLDED CASE CIRCUIT BREAKERS

A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489; ratings, configurations, and features as indicated on the drawings.

B. Provide products listed and labeled by Underwriters Laboratories Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose indicated.

C. Interrupting Capacity:

1. Provide circuit breaker(s) with interrupting capacity as required to provide the short circuit current rating(s) indicated.

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D. Conductor Terminations:

1. Provide mechanical lugs unless otherwise indicated.

2. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

E. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.

F. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings of the enclosed circuit breakers are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed circuit breakers.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide required support and attachment in accordance with Section 26 05 29.

E. Provide grounding and bonding in accordance with Section 26 05 26.

F. Identify enclosed circuit breakers in accordance with Section 26 05 53.

G. Provide arc flash warning labels in accordance with NFPA 70.

3.3 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with manufacturer's instructions and NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.6.1.1. Tests listed as optional are not required.

D. Correct deficiencies and replace damaged or defective enclosed circuit breakers.

E. Perform several mechanical ON-OFF operations on each circuit breaker.

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F. Verify circuit continuity on each pole in closed position.

G. Determine that circuit breaker will trip on overcurrent condition, with tripping time to NEMA AB 1 requirements.

3.4 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.5 CLEANING

A. Clean dirt and debris from circuit breaker enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

NOT FOR BIDDING PURPOSES