PROJECT MANUAL

ISSUE FOR BID

TETRA TECH
240 Continental Drive, Suite 200
Newark, Delaware 19713
phone: 302.738.7551
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State of Delaware
Office of Management & Budget /
Division of Facilities Management
OMB/DFM # MJ1002000035B

ROOF REPLACEMENT & CUPOLA REPAIRS

LEGISLATIVE HALL
DOVER, DELAWARE

Kent County, Delaware

200-26912-20002

June 10, 2022

STATE OF DELAWARE
OMB / DIVISION OF FACILITIES MANAGEMENT
OMB/DFM CONTRACT # MJ1002000035R

SPECIFICATIONS
FOR

ROOF REPLACEMENT & CUPOLA REPAIRS

AT

LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901

ON BEHALF OF

STATE OF DELAWARE OMB/DFM

PREPARED BY

TETRA TECH
240 CONTINENTAL DRIVE
SUITE 200
NEWARK, DE 19713

Tt PROJECT # 200-26912-20002

ISSUE FOR BID

June 10, 2022

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SECTION 00 01 07 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD SEAL

A. Architect:

1. Leila Hamroun, AIA, NCARB, LEEP AP
2. DE No. 7630
3. Senior Preservation Architect
4. Tetra Tech
5. 240 Continental Drive, Suite 200
6. Newark, Delaware 19713
7. 302-283-2249
8. Leila.hamroun@tetratech.com; direct number 302-509-9086
9. Responsible for Divisions 01-26 Sections except where indicated as prepared by other design professionals of record.

B. Structural Engineer:

1. Frank M. Young
2. Delaware License #13317
3. Professional Engineer
4. Baker, Ingram & Associates
5. 1050 South State Street
6. Dover, Delaware 19901
7. Phone – 302-734-7400 Fax – 302-734-7592
8. fyoung@bakeringram.com
9. Responsible for 05 12 00 and 05 31 00.

END OF DOCUMENT 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.

B. DOCUMENTS BOUND HEREWITH

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 02- EXISTING CONDITIONS

DIVISION 04- MASONRY

DIVISION 05- METALS

DIVISION 06- WOOD, PLASTICS, AND COMPOSITES

DIVISION 07- THERMAL AND MOISTURE PROTECTION

DIVISION 09- FINISHES

DIVISION 26- ELECTRICAL

APPENDIX

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SECTION 00 01 15 - LIST OF DRAWINGS

CS001	COVER SHEET
A-001	ABBREVIATIONS, LEGENDS & GENERAL NOTES
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AD201	SELECTIVE DEMOLITION – BUILDING ELEVATION
AD202	SELECTIVE DEMOLITION – BUILDING ELEVATION
A-140	NEW WORK – ROOF PLAN
A-201	NEW WORK – BUILDING ELEVATIONS
A-202	NEW WORK – BUILDING ELEVATIONS
A-500	NEW WORK – DORMER DETAILS
A-501	NEW WORK – ROOF DETAILS
A-502	NEW WORK – ROOF DETAILS
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A-505	NEW WORK – CHIMNEY AND LOUVER SCHEDULES AND MASONRY REPAIR DETAIL
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S1	ROOF DECK REPAIR PLAN
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S3	PARTIAL ROOF FRAMING PLAN AT CUPOLA, SCAFFOLDING DETAILS AND NOTES
H1	DRAWINGS FOR ASBESTOS ABATEMENT BY HARVARD ENVIRONMENT, INC.

END OF SECTION 00 01 15

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ADVERTISEMENT FOR BIDS

Sealed bids for **OMB/DFM Contract No. MJ1002000035R – Legislative Hall – Roof Replacement**, will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, at 540 S. DuPont Highway, Suite 1, Dover, Delaware 19901 until 2:00 PM local time on June 30, 2022, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves clay tile roofing and flashing replacement, flat membrane roofing and flashing replacement, flat seam sheet metal roofing replacement, abatement, miscellaneous wood trim repairs, cupola repairs, miscellaneous repairs to chimneys and new lightning protection system.

A **MANDATORY** Pre-Bid Meeting will be held on Friday, June 10, 2022, at 9:00 AM at Division of Facilities Management Conference Room in the Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, Delaware for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Division of Facilities Management, 540 S. DuPont Highway, Suite 1, Dover, Delaware 19901. The outer envelope should clearly indicate: **"OMB/DFM CONTRACT NO. MJ1002000035R – LEGISLATIVE HALL – ROOF REPLACEMENT - SEALED BID - DO NOT OPEN."**

Contract documents may be obtained by mailing a check to the office of Tetra Tech, Inc., 240 Continental Drive, Suite 200, Newark, DE 19713. If interested in purchasing an electronic set (CD), please email **ier.DEDFM@tetratech.com** and **tabi.heath@tetratech.com. Include company name, address and contact information within the email.** Documents will be sent upon receipt of the nonrefundable $100 check (checks only). Documents will be available after the Pre-Bid Meeting. Checks are to be made payable to "Tetra Tech". **If picking up documents in-person, please contact Tabi Heath at 302-283-7222 or tabi.heath@tetratech.com to make arrangements/an appointment to pick them up. No Visitors allowed unless they have an appointment.**

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

END OF ADVERTISEMENT FOR BIDS

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DOCUMENT 00 11 53 - REQUEST FOR QUALIFICATIONS

1.1 PURPOSE

A. The purpose of the Qualification Procedure described in this Document is to provide Owner with a mechanism to evaluate and determine whether Bidders are qualified to participate in the construction of Project. Evaluation will be limited to that office of the Bidder that is proposed to perform the Work.

B. Bidders are required to comply with these Requirements for Qualification. Only those Bidders who have complied with the Requirements for Qualification and have been determined to be qualified will be eligible to submit construction bids on Project.

1.2 DEFINITIONS

A. Financial Statement: The requirement for submitting a financial statement as an attachment to AIA Document A305, "Contractor's Qualification Statement" shall be understood to mean a certified annual audit, prepared according to generally acceptable accounting practices and signed by an independent certified public accountant. A self-prepared annual compiled financial statement or balance sheet is unacceptable.

B. Bidder: A Bidder is a person or entity who submits a Bid in response to the Advertisement for Bids.

C. Project: Generally described in the Advertisement for Bids.

1.3 QUALIFICATION DOCUMENTS

A. Documents: Consist of this Request for Qualifications document; AIA Document A305, "Contractor's Qualification Statement"; and additional documents issued by Owner.

B. Bidders shall use complete sets of Qualification Documents in preparing their submittal. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete of Qualification Documents.

C. Interpretation or Correction of Qualification Documents: If the Bidder is in doubt as to the interpretation of any part of the Qualification Documents, or finds discrepancies in or omissions from any part of the Qualification Documents, it must submit a written Request for Interpretation.

1.4 QUALIFICATION PROCEDURES

A. Form of Qualification Submittal:

1. Submittals of Qualification must be submitted on AIA Document A305, "Contractor's Qualification Statement," properly executed and with all items filled out in ink or typed, and all additional data, attachments, and forms provided. Do not change or add words to

the Qualification Statement or forms. All signatures must be original (and sealed if a corporation) and must be notarized and sealed by a Notary Public.

B. Attachments:

1. Bidders shall complete all required forms and attachments described in the Qualification Documents, entering "Not Applicable" where information does not apply. Absence of any of the forms included in the Qualification Documents will be reason for possible disqualification.

1.5 QUALIFICATION CRITERIA

A. Bidders must demonstrate the following to the satisfaction of Owner:

1. Proper license under the laws and regulations governing their respective trade(s).
2. Capacity to provide Performance Bond, Labor and Material Payment Bond, and Insurance in a form acceptable to Owner in amounts adequate to bond the Work based on the scope indicated in the Bid Advertisement.
3. Applicable experience of firm as described in the Contractor's Qualification Statement, including the following:

   a. Experience of Firm: The firm in its current organization shall have successfully completed minimum of five projects of similar type, quality, and scope, including a minimum of two within the last three years. The firm shall have a record of project completion, credit record, record of judgment claims, arbitration proceedings, and suits pending or outstanding acceptable to Owner.
   b. Experience of Firm Officers: The firm officers shall have personal record of project completion acceptable to Owner.
   c. Experience of Project and Field Management Staff to Be Committed by the Bidder to Carry Out the Work: The assigned project manager and field superintendent must have successfully completed minimum of three projects of similar type, quality, and scope.
   d. For purposes of this submittal, reference to "key individuals" as described in the Contractor's Qualification Statement shall be understood to mean the principal in charge, the project manager(s), and the project field superintendent(s) committed by the Bidder to carry out the Work of this Project. Bidder by submitting qualifications of key individuals agrees that Owner reserves the right to approve or reject subsequent reassignment of key individuals.
   e. For purposes of this submittal, "successful completion" shall be understood to mean completion of project within project schedule and budget. Provide additional information indicating reasons why any referenced project did not meet project schedule or project budget.
   f. For purposes of this Qualification, "similar project" shall be understood to include the following project elements:

      1) Building envelope renovation specialty work on historic structures, including:

         a) Clay tile roofing
         b) Sheet copper roofing and flashing

c) Masonry repairs

4. The Bidder must also submit Qualification Statements as set forth herein for Subcontractors performing the work identified for qualification above.

   a. Bidder must submit separate Qualifications Forms for each trade as specified herein.
   b. Subcontractors whose Qualification Statements are determined to be acceptable will be identified as Qualified Subcontractors. Only Qualified Subcontractors will be allowed to perform the Work.

5. Complex coordination of trades to meet stringent deadlines Adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments.
6. Work-in-hand capacity, such that the Bidder demonstrates adequate work under contract to continue its business operations at least at their current level, at the same time indicating the capability to carry out Owner's proposed work.
7. Adequate organization to complete work of the scope anticipated, including firm management, project management, field superintendence, and field engineering and quality control.
8. Acceptable past performance as indicated by firm's references, including ability to meet contract time and to monitor, manage, and communicate interim scheduling requirements, to carry out required quality-control activities, to properly prepare interim and final payment requests, and to successfully complete project closeout requirements.

B. Consideration of qualifications may be withheld if the Qualification Statement shows any unexplained erasures, omissions, alterations of form, additions not called for, added restrictions or qualifying conditions, or other irregularities of any kind.

C. Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to Owner all such information for this purpose as Owner may request. Owner reserves the right to withhold qualification if the evidence submitted by or investigation of such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the proposed Project. The determination of which bidders are qualified is not protestable, except as allowed by law.

1.6 ACCEPTANCE OF QUALIFICATIONS

A. Owner may determine Bidder does not meet qualification criteria if it finds one or more of the following:

1. The Bidder does not have the appropriate experience to perform the Work, including, but not limited to, having met the experience criteria set forth herein.
2. The Bidder provides false, nonresponsive, misleading, or incomplete information for items required herein.

END OF DOCUMENT 00 11 53

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SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

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

1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.

1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.

1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.

1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

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 his personal observations with the requirements of the proposed Contract Documents.

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

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

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

3.3 SUBSTITUTIONS

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

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required

installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

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

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

3.4 ADDENDA

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

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

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

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

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

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

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

4.3 SUBCONTRACTOR LIST

4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. The

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

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

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

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

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

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

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

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

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

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

4.7 PREVAILING WAGE REQUIREMENT

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

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, 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 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

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

4.8 SUBMISSION OF BIDS

4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the

Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

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

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

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

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

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

C. The Bidder's written safety plan;

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

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

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

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

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

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

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

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

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

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

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 one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a

forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

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

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

6.3 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 AGENCY 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

SECTION 00 31 26 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. Existing Asbestos report for Project, prepared by Harvard Environmental, dated May 21, 2012, January 10, 2019, February 04, 2019 and May 31, 2019, is available for viewing as appended to this Document.

C. An existing lead report for Project, prepared by Harvard Environmental, dated February 8, 2011, is available for viewing as appended to this Document.

D. Related Requirements:

1. Document 00 21 13 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

2. Appendix – Specifications for Asbestos Abatement (by Harvard Environmental Inc.)

END OF DOCUMENT 00 31 26

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BID FORM

ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

For Bids Due: **Thursday, June 30, 2022** **To:** Office of Management & Budget
Division of Facilities Management
540 S. Dupont Hwy, Suite 1 (Third Floor)
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:

$_____
($)

ALTERNATES

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

ALTERNATE No. 1. Roofing. Omit construction of clay tile roofing. Construct lightweight concrete flat tile roofing.

Add/Deduct: _____
($)

BID FORM

ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

UNIT PRICES

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

		ADD	DEDUCT
UNIT PRICE No. 1:	Steel Panel roof deck replacement – Per Panel	$	$
UNIT PRICE No. 2:	Plywood roof deck replacement – Per 4'x8' sheet	$	$
UNIT PRICE No. 3:	Brick Masonry Repointing – Per Sq. ft.	$	$
UNIT PRICE No. 4:	Brick Masonry Crack Stitch Repair – Per linear foot of Crack Repaired.	$	$
UNIT PRICE No. 5:	2-Person Crew, for contaminated Concrete Deck Repair - Per Working Day – refer to Specifications for Asbestos Abatement	$	$

ALLOWANCES

Allowance Certification

We/I confirm that Allowance No. 1: Contingency Allowance in the amount of $100,000.00 has been included in the Contractor's Base Bid price to be used at the Owners discretion.

$ _____ (Date and Initial)

BID FORM

ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

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)

BID FORM

ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

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.			

BID FORM (Continued)

ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
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DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

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

BID FORM (Continued)

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6.			
A.			
B.			
C.			
7.			
A.			
B.			
C.			
8.			
A.			
B.			
C.			

BID FORM (Continued)

ROOF REPLACEMENT & CUPOLA REPAIRS
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DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

9. _____ _____ _____

A. _____ _____ _____

B. _____ _____ _____

C. _____ _____ _____

10. _____ _____ _____

A. _____ _____ _____

B. _____ _____ _____

C. _____ _____ _____

BID FORM

ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

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 MJ1002000035R 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.

BID FORM

ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

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 _____.

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

BID FORM

ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

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.

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. MJ1002000035R, to be paid to the **State** for the use and benefit of Office of Management & Budget/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 Office of Management & Budget/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 Office of Management & Budget/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 twenty-two (2022).

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness: _____

By: _____

_____
Title

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SECTION 00 52 13 – AIA DOCUMENT A101-2017 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR AND EXHIBIT A

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.

A draft copy of these documents is included herein as follows.

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AIA® Document A101™ – 2017

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

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

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

« »
«»
«»

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[« »] The date of this Agreement.

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

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

« »

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

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

§ 3.3 Substantial Completion

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

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Zero Dollars and Zero Cents» ($ «0.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

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

« »

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

« »

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

« »

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

« »

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

« »

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

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

§ 5.2 Final Payment

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

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

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

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

« »

§ 5.3 Interest

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

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

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

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

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

« »
« »
« »
« »
« »
« »

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

« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

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

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

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

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

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

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

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« »

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

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

DRAFT

AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

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

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

«Jen»
«»

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

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.

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

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

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

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§ A.2.3 Required Property Insurance

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

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

Causes of Loss	Sub-Limit

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

Coverage	Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

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

« »

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

« »

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

« »

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

« »

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

« »

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

« »

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

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

[« »] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

« »

§ A.3.2.2 Commercial General Liability

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

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

« »

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

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

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

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

« »

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

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

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

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

[« »] § A.3.3.2.6 Other Insurance

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

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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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 "Other" and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1 Delete paragraph 7.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

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

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

END OF SECTION 00 54 13

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SECTION 00 54 14 - SUPPLEMENT TO A101-2017 – EXHIBIT A – INSURANCE AND BONDS

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007 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 CONTRACTOR'S INSURANCE AND BONDS

A.3.1.3 Additional Insured Obligations

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

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

Delete the second sentence in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety and replace with the following:
Property Insurance of the same type and scope satisfying the requirements identified in Section A.2.3, The Contractor shall comply with all obligations of the Owner under A.2.3 except to the extent provided below. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.

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 Office of Management & Budget/Division of Facilities Management ("**Owner**"), in the amount of _____ ($_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. MJ1002000035R dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

_____

By: _____ (SEAL)

Name:

Name:

Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest:

Address: _____

_____

By: _____ (SEAL)

Name:

Name:

Title:

(Corporate Seal)

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 Office of Management & Budget / Division of Facilities Management ("**Owner**"), in the amount of _____ ($_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. MJ1002000035R dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SECTION 00 62 00 – ADMINISTRATION AND PROJECT MANAGEMENT FORMS

The Contract Administration and Progress Documentation Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

00 62 11	Submittal Cover Sheet
00 62 16	Certificate of Insurance (AIA G715-1991)
00 62 76	Application and Certificate for Payment (AIA G702-1992) and Application of Payment Continuation Sheet (AIA G703-1992)
00 62 93	Use and Indemnification Agreement Form (CADD Release)

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CONTRACTOR: _____ **SUBMITTAL DATE** ____/ ____/ ____

_____

Check following as applicable:
☐ First Submission
☐ Re-submission

ARCHITECT: Tetra Tech

PROJECT IDENTIFICATION

Architect's
Project No.: _____

Proj. Name: _____

Location: _____

PRODUCT IDENTIFICATION

Specification Section No. _____

A/E Submittal No. _____

Name of Product: _____

_____

Name of Manufacturer: _____

SUBCONTRACTOR

_____

SUPPLIER

_____

RELATIONSHIP TO STRUCTURE

Building
Name _____

_____
(Room #) *(Room Name)*

Contract Drawing No.: _____

RESERVED FOR USE BY TETRA TECH

Architect/Engineer's review of this submittal is only to determine if the items covered by the submittal will conform to the Contract Documents and be compatible with the design concept of the completed Project. Architect/Engineer's review does not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. Architect/Engineer's review of this submittal does not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Architect/Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying this submittal. Contractor is responsible for complying with the requirements of the Contract Documents and is referred to the General Conditions for more detail regarding the Contractor's responsibilities for Submittals.

NO EXCEPTIONS NOTED	
EXCEPTIONS NOTED – SEE COMMENTS	
REVISE AND RESUBMIT	
REJECTED	
RECEIPT ACKNOWLEDGED – FOR INFORMATION ONLY	

Tetra Tech

By:_____Date:_____

DEVIATION FROM CONTRACT DOCUMENTS: _____

_____

_____

CONTRACTOR COMMENTS: _____

_____

_____

ARCHITECT'S COMMENTS: _____

_____

_____

CONTRACTOR'S STAMP

CONTRACTOR 'S CERTIFICATION
I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL CONDITIONS.

BY _____

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SECTION 00 62 16 - ACORD CERTIFICATE OF INSURANCE AIA G715-1991

AIA Document G715™–1991 is intended for use in adopting ACORD Form 25-S to certify the coverages required of contractors under AIA Document A201™–2007, General Conditions of the Contract for Construction. Since the ACORD certificate does not have space to show all the coverages required in AIA Document A201–2007, the Supplemental Attachment form should be completed, signed by the contractor's insurance representative, and attached to the ACORD certificate.

A draft copy of this document is included herein as follows.

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AIA® Document G715™ – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT *(Name and address)*:

INSURED _____

		Yes	No	N/A
A.	**General Liability**			
1.	Does the General Aggregate apply to this Project only?	☐	☐	☐
2.	Does this policy include coverage for:			
a.	Premises - Operations?	☐	☐	☐
b.	Explosion, Collapse and Underground Hazards?	☐	☐	☐
c.	Personal Injury Coverage?	☐	☐	☐
d.	Products Coverage?	☐	☐	☐
e.	Completed Operations?	☐	☐	☐
f.	Contractual Coverage for the Insured's obligations in A201?	☐	☐	☐
3.	If coverage is written on a claims-made basis, what is the:			
a.	Retroactive Date?			
b.	Extended Reporting Date?			
B.	**Worker's Compensation**			
1.	If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage?	☐	☐	☐
C.	**Final Payment Information**			
1.	Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction?	☐	☐	☐
2.	If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period?	☐	☐	☐
D.	**Termination Provisions**			
1.	Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice.	☐	☐	☐
E.	**Other Provisions**			

_____
Authorized Representative

_____
Date of Issue

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SECTION 00 62 76 - APPLICATION AND CERTIFICATE FOR PAYMENT (AIA G702-1992) AND APPLICATION OF PAYMENT CONTINUATION SHEET (AIA G703-1992)

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

A draft copy of this document is included herein as follows

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AIA® Document G702™ – 1992

Application and Certificate for Payment

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** ..... $ _____
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
   (Column 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 Less 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 less Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
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

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
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 FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	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)
	GRAND TOTAL	$	$	$	$	$		$	$

User Notes:

(3788070103)

TETRA TECH

240 Continental Drive, Suite 200
Newark, Delaware 19713
Tel. (302) 738-7551
Fax (302) 454-5980

Use and Indemnification Agreement

Re: Legislative Hall Roof Replacement & Cupola Repairs Tt Project No. 200-26912-20002

Whereas, _____ (hereinafter the "Contractor"), acknowledges that it has requested certain electronic files and/or media of the Drawings and/or Specifications for the above-referenced Project which are the property of Tetra Tech.

Now, therefore, Contractor hereby warrants and covenants that it will abide by the following provisions:

A. *Indemnification*

1. In consideration of permission to use electronic files or media, including but not limited to electronic files of drawings created by use of computer, for the Work of this Project only, and which the Contractor has requested from Tetra Tech, the Contractor, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Tetra Tech, its agents, employees, officers , directors and consultants from and against any and all claims, damages, losses and expenses, including any attorneys' fees, arising out of, resulting from or in connection with any and all use of said electronic materials, but only if such claim, damage, loss or expense is caused in whole or in part by the Contractor, its employees, agents, officers, directors, or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification that would otherwise exist as to any party hereto. This indemnification shall not apply to the liability of the indemnitee arising out of its own negligence. This indemnification shall not be limited in any way because of any limitation on damages, compensation or benefits under any statute, law or governmental requirement of any sort.

2. The following shall be included within the definition of "expenses" herein: (a) any time expended by the indemnified party of its employees, agents, officers and directors at their usual and customary billing rates, as well as all out-of-pocket expenses such as long-distance telephone calls, costs of reproduction, expenses of travel and lodging; (b) all costs and expenses of experts, consultants, engineers, and any other party retained by the indemnified party reasonably required to defend the claim; (c) all costs, including reasonable attorneys' fees, incurred in bringing any action to enforce the provisions of this indemnification. The following shall be included within the definition of "action" herein: any case brought in any state or federal court, any arbitration, any mediation, and any similar forum for resolution of any dispute herein, and shall also include any counterclaim or third-party action in any such forum.

B. *Use and Compatibility*

1. Tetra Tech' instruments of service are furnished without guarantee of compatibility with the Contractor's software or hardware, and Tetra Tech' sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to Contractor.

2. Because data stored on electronic media can deteriorate undetected or be modified without Tetra Tech' knowledge, the Contractor agrees that Tetra Tech will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. Tetra Tech does confirm the accuracy of the final sealed hard copy drawings, previously submitted pursuant to the Prime Agreement for this Project.

3. The electronic files are submitted to the Contractor for a thirty (30) day acceptance period. During this period, the Contractor may review and examine these files, and any errors detected during this time will be corrected by Tetra Tech. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at Tetra Tech's standard cost plus terms and conditions.

4. Tetra Tech retains ownership of the printed hard copy Drawings and Specifications and the electronic media. The Contractor is granted a license for their use, but only in the operation and maintenance of the Project. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of Tetra Tech, shall be without liability to Tetra Tech and Tetra Tech's consultants.

IN WITNESS WHEREOF:

Contractor: _____
Signed name: _____
Printed Name: _____
Title: _____
Date: _____

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SECTION 00 63 00 – CLARIFICATION AND MODIFICATION FORMS

The Contract Classification and Modification Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

00 63 33	Architect's Supplemental Instructions (AIA G710-1992)
00 63 46	Construction Change Directive (AIA G714-2007)
00 63 63	Change Order (AIA G701-2001)
00 63 73	Allowance Authorization Form

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SECTION 00 63 33 - ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS AIA G710 -1992

AIA Document G710™–1992 is used by the architect to issue additional instructions or interpretations or to order minor changes in the work. It is intended to assist the architect in performing its obligations as interpreter of the contract documents in accordance with the owner/architect agreement and the general conditions of the contract for construction. AIA Document G710–1992 should not be used to change the contract sum or contract time. It is intended to help the architect perform its services with respect to minor changes not involving adjustment in the contract sum or contract time. Such minor changes are authorized under Section 7.4 of AIA Document A201™–2007.

A draft copy of this document is included herein as follows

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AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO:

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

OWNER *(Name and address)*:

DATE OF ISSUANCE:

CONTRACT FOR:

FROM ARCHITECT *(Name and address)*:

CONTRACT DATE:

TO CONTRACTOR *(Name and address)*:

ARCHITECT'S PROJECT NUMBER:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:
(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:

_____ _____
(Signature) *(Printed name and title)*

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SECTION 00 63 46 - CONSTRUCTION CHANGE DIRECTIVE AIA G714 - 2007

AIA Document G714™–2007 is a directive for changes in the Work for use where the owner and contractor have not reached an agreement on proposed changes in the contract sum or contract time. AIA Document G714–2007 was developed as a directive for changes in the work which, if not expeditiously implemented, might delay the project. Upon receipt of a completed G714–2007, the contractor must promptly proceed with the change in the work described therein. NOTE: G714–2001 expired in 2008.

A draft copy of this document is included herein as follows.

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AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*	**DIRECTIVE NUMBER:** 001 **DATE:** **CONTRACT FOR:**	OWNER: ☐ ARCHITECT: ☐ CONSULTANT: ☐
TO CONTRACTOR: *(Name and address)*	**CONTRACT DATED:** **ARCHITECT'S PROJECT NUMBER:**	CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ • Lump Sum decrease of $0.00
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
   - ☐ • As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

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SECTION 00 63 63 - CHANGE ORDER AIA G701-2017

AIA Document G701™-2017 is used for implementing changes in the work agreed to by the owner, contractor, and architect. Execution of a completed G701 indicates agreement upon all terms of the change, including any changes in the contract sum (or guaranteed maximum price) and contract time. The form allows for signatures of the owner, architect and contractor, and for a description of the change.

A draft copy of this document is included herein as follows

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CHANGE ORDER INFORMATION:** Change Order Number: Date:
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$ 0.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 0.00
The Contract Sum will be increased by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 0.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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SECTION 00 63 73 – ALLOWANCE AUTHORIZATION FORM

Allowance Authorization is used for implementing changes in the work and using the allowance to pay for such changes as agreed to by the owner, contractor, and architect. The form allows for signatures of the owner, architect and contractor, and for a description of the change.

A draft copy of this document is included herein as follows

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ALLOWANCE AUTHORIZATION FORM:

Project: Legislative Hall - Roof Replacement & Cupola Repairs

Architect: Tetra Tech, Inc.

Project No. 200-26912-20002
OMB/DFM No. MJ1002000035R

Contractor:

AA No.:

Initiation Date:

The Allowance is allocated as follows:

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

Recommended by:
Architect

By (Signature): _____
Date: _____

Accepted by:
Contractor

By (Signature): _____
Date: _____

Approved by:
Owner

By (Signature): _____
_____

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SECTION 00 65 00 – CLOSEOUT FORMS

The Contract Closeout Forms to be used for this Contract are listed below. Draft samples of the applicable forms have been included for use.

00 65 16	Certificate of Substantial Completion (AIA G704-2000)
00 65 19.13	Contractor's Affidavit of Payment of Debts and Claims (AIA G706-1994)
00 65 19.16	Contractor's Affidavit of Release of Liens (AIA G706A-1994)
00 65 19.19	Consent of Surety of Final Payment (AIA G707-1994)

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SECTION 00 65 16 - CERTIFICATE OF SUBSTANTIAL COMPLETION AIA G704 - 2000

AIA Document G704™–2000 is a standard form for recording the date of substantial completion of the work or a designated portion thereof. The contractor prepares a list of items to be completed or corrected, and the architect verifies and amends this list. If the architect finds that the work is substantially complete, the form is prepared for acceptance by the contractor and the owner, and the list of items to be completed or corrected is attached. In AIA Document G704–2000, the parties agree on the time allowed for completion or correction of the items, the date when the owner will occupy the work or designated portion thereof, and a description of responsibilities for maintenance, heat, utilities and insurance.

A draft copy of this document is included herein as follows.

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AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):

PROJECT NUMBER: /
CONTRACT FOR:
CONTRACT DATE:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address):

TO CONTRACTOR:
(Name and address):

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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SECTION 00 65 19.13 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AIA G706 - 1994

The contractor submits this affidavit with the final request for payment, stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner might be responsible has been paid or otherwise satisfied. AIA Document G706™–1994 requires the contractor to list any indebtedness or known claims in connection with the construction contract that have not been paid or otherwise satisfied. The contractor may also be required to furnish a lien bond or indemnity bond to protect the owner with respect to each exception.

A draft copy of this document is included herein as follows.

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR:	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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SECTION 00 65 19.16 - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AIA G706A - 1994

AIA Document G706A™–1994 supports AIA Document G706™–1994 in the event that the owner requires a sworn statement of the contractor stating that all releases or waivers of liens have been received. In such event, it is normal for the contractor to submit AIA Documents G706–1994 and G706A–1994 along with attached releases or waivers of liens for the contractor, all subcontractors, and others who may have lien rights against the owner's property. The contractor is required to list any exceptions to the sworn statement provided in G706A–1994, and may be required to furnish to the owner a lien bond or indemnity bond to protect the owner with respect to such exceptions.

A draft copy of this document is included herein as follows.

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR:	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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SECTION 00 65 19.19 - CONSENT OF SURETY TO FINAL PAYMENT AIA G707 - 1994

AIA Document G707™–1994 is intended for use as a companion to AIA Document G706™–1994, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the contractor is required to furnish a bond. By obtaining the surety's approval of final payment to the contractor and its agreement that final payment will not relieve the surety of any of its obligations, the owner may preserve its rights under the bond.

A draft copy of this document is included herein as follows.

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☑
	CONTRACT FOR:	ARCHITECT: ☐
		CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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SECTION 00 72 13 - GENERAL CONDITIONS TO THE CONTRACT

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 and is part of this project manual as if herein written in full.

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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)

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

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

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

TABLE OF ARTICLES

INDEX
(Topics and numbers in bold are Section headings.)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.2.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

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

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

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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SECTION 00 73 13 - SUPPLEMENTARY GENERAL CONDITIONS A201-2017

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

TABLE OF ARTICLES

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 Bidders, 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."

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

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

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

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

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the

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

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

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

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

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

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

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

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

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

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

"3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence

of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized."

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

3.5 WARRANTY

Add the following Sections:

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

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

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

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

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

3.8 ALLOWANCES

Add the following Section:

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

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

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

Add the following Section:

3.10.4 The Contractors' Construction and Submittal Schedule shall be in accordance with the DFM – Supplemental Project Scheduling Guidelines.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

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

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

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

3.12.10.2 Strike "to" between "professional" and certify" and replace with "shall".

3.17 Insert "Indemnify and" between "shall" and "hold" in the second sentence.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

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

4.2.7 Strike the second sentence and replace with the following:

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

Add the following Section:

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

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

ARTICLE 5: SUBCONTRACTORS

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

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

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

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

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

Add the following Section:

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

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

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

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

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

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

8.2.4 Add the following Section:

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

8.3 DELAY 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 2.5% 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 requires, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage."

Add the following Sections:

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

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

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

9.7 FAILURE OF PAYMENT

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

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

9.8 SUBSTANTIAL COMPLETION

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

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

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

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

9.9 PARTIAL OCCUPANCY OR USE

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

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

9.10.4.4 Strike "if permitted by the Contract Documents,"

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

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

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert "hazardous" in the last sentence after "handling of such" .

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike “Owner” from the the third sentence .

11.2 OWNER’S LIABILITY INSURANCE

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

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

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

Delete Section 11.4 in its entirety

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

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

12.2.2.2 Strike “one-year” and replace with “two years”.

12.2.2.3 Strike “one-year” and replace with “two years”.

12.2.5 Strike “one-year” and replaced with “two years”.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

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

13.5 INTEREST

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

Insert the following Section:

"13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Insert ", upon the Contractors' request," after "furnish to the Contractor" .

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike "Adjustment of the Contract Sum shall include profit".

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

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

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

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

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

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

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

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

15.2.6 Strike Section 15.2.6 and its subSections in their entirety.

15.3 MEDIATION

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

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

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

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION 00 73 13

SECTION 00 73 13.10 SUPPLEMENT – DFM - PROJECT SCHEDULING GUIDELINES

The following provides supplemental direction on the establishment and maintenance of the Contractors construction and submittal schedules –
Note: Project Schedule submissions shall be treated as a submittal package and is subject to the requirements of § 3.12.7
§ 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.

PART 1 - GENERAL

1.1 PRELIMINARY SCHEDULE:

A. Initial Schedule.

1. Within 10 Days of the date of Award, the contractor shall submit a preliminary schedule

a. The owner will use the initial schedule to monitor progress until the baseline schedule is accepted. Prepare and submit a schedule for the first 60 calendar days of work in accordance with subsections 3.1 and 3.2, plus a summary bar chart schedule for the balance of the project. Activity durations on the summary chart may not exceed 15 working days. Until the Preliminary Schedule is fully approved by the Scheduling Consultant (if one is engaged) and the Owner, the Contractor may not mobilize on site, or perform any labor associated with the work, beyond required administrative tasks, including, submittals, procurement, etc.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE SUBMISSION REQUIREMENTS.

A. Submit the following items:

1. A transmittal letter to the owner identifying which schedule in the database is being submitted for review .1 A narrative report

3.2 PREPARING SCHEDULE ON SEPARATE DATABASE.

A. If the schedule is prepared using Primavera Version 6.0, Primavera for Contractors, or some other software compatible with Primavera Version 6.0, then, for each schedule submission, submit the following items:

1. A transmittal letter
2. A narrative report
3. A Primavera Version 6.0 compatible electronic file of the schedule on a computer disc (CD)
4. The critical path in bar chart format (Longest Path sort)
5. Work paths with total float values within 20 workdays of the critical path's total float value in bar chart format. For example, if the critical path has a total float value of zero, then show all of the work paths with total float values of 20 or less.
6. An activity network diagram plotted in color, on E-size paper, with each sheet of the plot including a title, match data for diagram correlation, a page number, and a legend. The activity network diagram should only be submitted with schedules with revised relationships or activity durations.
7. A Predecessor/Successor report with the following items for each activity:

    a. Activity ID and description
    b. Original duration
    c. Remaining duration
    d. Calendar ID
    e. Predecessors and Successors
    f. Early start date
    g. Early finish date
    h. Late start date
    i. Late finish date
    j. Total float
    k. Relationship type
    l. Lags
    m. Constraints

B. NOTE: This Preliminary Schedule, Baseline Schedule, and all schedule updates shall reflect the project duration that includes substantial completion in accordance with the duration identified in the contract. Any deviation from the currently designated project duration included in the contract will be cause for immediate disapproval of the submittal package.

C. Baseline Schedule:

1. The contractor shall submit a Baseline (Initial) CPM (Critical Path Method) Schedule for use in coordinating and monitoring the Work specified in the Contract documents.
2. The schedule will include activities for long lead and other major submittal/procurement/delivery items as well as activities for installing and constructing the specified Work. It will indicate the starting and finishing dates of all activities. The baseline schedule shall have 0 progress. The Data Date will be the date of the project's 'Commencement.' Once accepted, the Contractor shall adhere to the schedule with adjustments accepted in subsequent progress schedules. Updated (Progress) Schedules shall be submitted as directed by the Owner.

D. Purpose of Project Schedules:

1. The Project Schedules shall be used for evaluating all issues related to time for this Contract. The Project Schedules shall be used by the Owner and Contractor for the following purposes as well as any other purpose where the issue of time is relevant:

   a. To communicate to the Owner the Contractor's current plan for carrying out the Work.
   b. To identify work paths that are critical to the timely completion of the Work,
   c. To identity upcoming activities on the critical path(s).
   d. To evaluate the best course of action for mitigating the impact of unforeseen events.
   e. As the basis for analyzing the time impact of changes in the Work,
   f. As a reference in determining the cost associated with increases or decreases in the Work;
   g. To identify and prioritize activities, for which the Owner is responsible;
   h. To document the actual progress of the Work;
   i. To integrate the Work with the operational requirements of the Owner's facilities;
   j. To schedule and coordinate interfaces with adjacent contracts;
   k. As a basis for determining valid acceleration plans; and
   l. To facilitate efforts to complete the Work in a timely manner.
   m. To validate contract requirements for the commissioning process have been incorporated by the contractor into the schedule.

2. The Project Schedules provide a basis for Owner decisions that may impact the Work under this Contract. The Contractor shall submit schedule submittals in a timely manner. The Project Schedules shall at all times accurately reflect the Contractor's current plan for the Work and shall be updated as described in this specification and elsewhere in the project documents.
3. Baseline and Progress Schedule Submittals: All Progress Schedules shall be submitted as a complete package, including all supporting narrative, and reports as required. Incomplete packages will be considered not submitted

3.3 PROJECT SCHEDULING SOFTWARE

A. The Project Schedule shall employ the Critical Path Method (CPM) using retained logic for the planning, scheduling and reporting of the work to be performed under the Contract. The schedule will be produced utilizing any version of Oracle's Primavera Project Planning Software or any other software system fully transferable to any Oracle Primavera project planning and scheduling software system. The scheduling software used by the Contractor shall be fully capable of importing/exporting data to/from Oracle Primavera software. The proposed software shall be capable of transferring the information without degradation in the data, including, but not limited to, scheduling logic and sequencing, activities, durations, cost loading, calendars, etc. The type of schedule shall be PDM (Precedence Diagraming Method).

B. Along with a legible PDF rendition of the project's network, all schedules shall be submitted in CPM format (xer in Oracle's P6 Software) fully compatible with Oracle's P6 Software via email or flash drive as a single compressed database. If electronic submission is used, it is the Contractor's responsibility to verify that the documents submitted are in a format compatible with the Owner's and Architect's and that the submission has been received by the Owner and Architect.

3.4 SCHEDULING DEFINITIONS AND REQUIREMENTS

A. Activity Constraints

1. Activity Constraints can only be used if specified by the Contract or agreed to by the Owner. For example, if a Phase of the project must be completed by a specific date, that activity for completion of the Phase shall be “Constrained” to that date specified. The use of negative lags or the use of any other float suppression techniques is also prohibited from use in project schedules.

B. Activity Dates

1. Early and Late start and Finish dates of activities shall be calculated for each activity based upon the schedule data date, actual dates, % completes, schedule logic, schedule constraints, calendars, and original duration or remaining duration, in accordance with the scheduling parameters defined in this specification.

C. Activity Description

1. The activity description shall identify the unique scope of the activity. There shall not be any two activities with the same activity description. It shall not be necessary to investigate activity code assignments or logic relationships to identify the scope of an activity. For example, the description "POUR FOOTING" will not be acceptable; the description “POUR FOOTING RAMP RT-Sta. 42+OO-42+5O will be acceptable. At the same time the Activity Description shall be concise enough so as to not require excessive column width in the Oracle Primavera P6 layout. The terms “Miscellaneous”, or other vague adjectives shall not be used in an activity description. All activity descriptions shall include a verb. Activity descriptions shall not be modified, except at the direction or with the consent of the Owner.

D. Activity Duration

1. All activity durations shall be reflected in Calendar Days. Unless otherwise specified or approved, all construction activities shall have durations not exceeding 14 calendar days. The Contractor shall substantiate the need for specific activities having longer durations than stated herein. Once accepted, Original Durations of activities shall not be modified without explicit approval by the Owner.

E. Activity Identification

1. Each activity in the Project Schedules shall have an activity identifier (Activity ID). The Contractor shall utilize an Activity ID that is simple and allows space between existing activities for the future addition of activities for continuing sort and display capability. The Activity ID of an existing activity shall not be modified or assigned to another activity. The scope of work for an activity shall not be substantially changed once the Baseline Schedule is accepted.

F. Activity Predecessors and Successors

1. Every activity shall have logically assigned predecessors and successors. The logical predecessors for each activity will be limited to those activities whose scope of work necessarily must be completed or, in some instances, started, in order to perform the current

activity. Unless otherwise specified, Commencement/Notice To Proceed shall be the only activity in the Project Schedule without a predecessor. Unless otherwise specified, Contractual substantial completion shall be the only activity in the Project Schedule without a successor.

G. Activity Percent Complete

1. Activity percent complete shall be entered in the Project Schedule by the Contractor as appropriate to indicate activity progress and status as of the current Data Date for the update.

H. Activity Relationships

1. The schedule CPM logic for each activity shall be constructed in conformance with the following requirements:

   a. Determine predecessors - Activities that must be completed before the activity can start.
   b. Determine parallel activities - Activities that can occur concurrently with the activity.
   c. Determine successors - Activities that cannot start until the activity is complete.

I. Baseline Schedule

1. The Baseline Schedule comprises the plan and schedule that the Contractor intends to use to perform and complete the Work. Upon acceptance by the Owner, the Baseline Schedule shall be the schedule of record for the project until subsequent updated (progress) schedules are accepted by the Owner.

J. Calendars

1. Calendars shall be developed and assigned to each activity. All durations should be reflected in calendar days. A calendar that incorporates unanticipated adverse weather (see Weather) shall be assigned to activities that may be affected by adverse weather conditions. A calendar that incorporates a 7-day workweek shall be developed and assigned to appropriate activities (concrete cure, contractual substantial completion milestone, etc. Other calendars (including incorporation of Federal and State observed holidays) appropriate for the scoped contract work shall be developed and assigned to appropriate activities.

K. Critical Path

1. The Critical Path is defined as the longest continuous series of activities through the network to the Substantial Completion Deadline.

L. Critical Path Method (CPM)

1. The Critical Path Method (CPM) is a scheduling technique that utilizes activity durations and network logic to calculate the schedule for an entire project. A CPM schedule is a network-based schedule that graphically depicts the timing of activities, interrelationships between the activities, and the project critical path Every project, regardless of size or complexity, has a critical path; however, only a critical path schedule identifies the critical path.

M. Written Narrative

1. A Narrative is a written document which provides an outline of the plan on which the schedule is based. This document is submitted along with any project Schedule and is used to communicate problems encountered throughout the progress period along with the overall plan to complete the remaining Work.

N. Data Date

1. The day after the date through which a schedule is current. Everything occurring earlier than the Data Date is "as-built" and everything on or after the Data Date is "planned".

O. Milestone Activities

1. An activity with zero duration that typically represents a significant event, such as the beginning and end of a project, milestones set forth in the Contract, construction stages, a major work package, Substantial Completion Date and Final Completion Date.

P. Recovery Schedule

1. If at any point during the course of the project the Architect, Owner, or the Owner's scheduling consultant determines that there is slippage in the Project finish forecast, Scope Addition, or Omission or a change in the Construction Methodology or Constructability method, the contractor may be required to produce a Recovery Schedule that reflects an adjustment in project durations, resources, or other methodology to show completion of the project within the required duration or completion date established. The Recovery Schedule shall have the same requirements for submission as that of the baseline schedule.

Q. Schedule Progress Updates

1. Schedule Progress Updates are submitted monthly (or as directed by the Owner) by the Contractor to update the current Baseline Schedule with status during the period of the update and to reflect the Contractor's current plan for performing the remaining Work. Each Contractor's Application for Payment must be accompanied by an approved Construction Schedule Update as precedent for payment.

   a. Submission of any Schedule Updates must include all required documents. No partial schedule submissions will be acknowledged. The Date of the submittal and the start of the review will commence only after a complete submission is made to the Architect and copied to the Owner and the Owner's Scheduling Consultant where applicable.
   b. No new activity shall be added, nor shall any existing activity be modified in any schedule update to imply specific responsibility of delays or extensions to the associated duration of any tasks that have not been approved and documented in the form of an official Change Order to the contract.

R. Submittal and Procurement Activities

1. Activities detailing materiel submittals to include manufacturers product data, shop drawings, samples, etc. Provide a duration of at least 21 calendar days for activities required for review and approval of working drawings and materials by the Owner.
2. The Contractor shall include separate activities for each required submittal item in coordination with the Submittal Schedule. Activities shall be added for each to reflect:

    a. Contractor Submittal - Early and late finish dates shall reflect the dates upon which the contractor must submit a complete submittal package to the Architect to avoid delay to successive activities.
    b. Architect Review and Approval – This reflects the appropriate time frame for the review and approval of the submittal package. Duration as noted above should be no less than 21 calendar days.
    c. Order Materials/Equipment – Reflects the dates that materials must be ordered to avoid delay to the project. Duration should reflect the appropriate lead time required as verified by the material and equipment suppliers
    d. Material/Equipment Delivered. Reflects the dates required in order that the material is delivered to the site without delaying associated installation activities.

3. The Contractor's response to any Rejected Submittal requiring revision and resubmission is due within 3 days of the receipt of requirement for resubmission.

S. Total Float

1. Total Float (TF) for an activity shall be defined as the number of days from the Early Finish date (EF) to the Late Finish date (LF) of the activity. Total Float shall be calculated relative to the Contractual Substantial Completion Deadline. Total Float is the difference between the schedule's finish date and the contract completion date. Float is not for the exclusive use or benefit of either the Owner or the Contractor, but is an expiring resource available to all parties, acting in good faith, as needed to meet the Substantial Completion Deadline.

T. WBS – Work Breakdown Structure – is defined as "a deliverable-oriented hierarchical decomposition of the work to be executed by the project team to accomplish the project objectives and create the required deliverables."

U. Weather

1. Depending on the type of work, some projects (or several activities in most projects) will be more apt to be affected by adverse weather conditions than others. The contractor shall prepare and submit a calendar that reflects the (5) year average of weather delays for each month based on NOAA (National Oceanic and Atmospheric Administration) or similar data acceptable to the Owner. After review of the historical data, and once the Owner and the Contractor agree on the (5) year average for each month, this calendar will act as the reference toward determining adverse weather delays to the project.
2. In the event the weather experienced at the project site during a particular month, surpasses the reflected (5) year historical average agreed upon for the similar month, the Contractor shall submit a time impact analysis reflecting the delays caused to critical path activities. If the weather delays reported by the contractor for the period exceed the average for the similar month as indicated in historical data, the Contractor may be granted a non-compensable time extension to account for those days impacted by the unusually severe weather. No time extensions will be granted for delays affecting activities not on the critical path.

3.5 WRITTEN NARRATIVES

A. Baseline Schedule Narrative

1. The Baseline Schedule narrative shall demonstrate a feasible approach to achieving the work as planned in the accompanying schedule. It should provide the following information:

   a. Identification of the Data Date and schedule file name.
   b. A description of the planned flow of work, identifying all key or driving resources.
   c. A summary of planned labor utilization for the Contract.
   d. A summary of planned equipment utilization for the Contract.
   e. An explanation of how adverse weather conditions have been addressed in the Baseline Schedule.
   f. The narrative shall address the Contractor's material procurement plan and identify the strategy for any long lead item(s).
   g. The narrative shall indicate the sequence of contract required commissioning activities

B. Schedule Progress Update Narrative

1. Update submittal packages shall include a narrative containing the following information:

   a. Identification of the update period, the Data Date, and the schedule file name.
   b. Identification of activities with critical float that were planned to occur during the update period, of which did not occur or occurred later than the scheduled Late Start or Late Finish date, and an explanation of these delays.
   c. Identification of delays occurring to activities taking place off the Project site, e.g., submittal preparation, fabrication, and delivery activities.
   d. A summary of planned labor utilization for the Contract.
   e. Revisions to logic or duration(s) by the Contractor: These revisions shall contain the following information:

      i. Identification of the activities changed.
      ii. Description of the scope of the logic change and identification of the advantages and disadvantages of implementing the change.
      iii. Identification of all driving resources, if any.
      iv. Identification of key constraints influencing the Contractor's approach to the Work.

C. Changes and Time Impact Analysis

1. The Contractor shall develop and submit a time impact analysis and a Proposed Schedule Update when one or more of the following conditions occur:

   a. The Contractor's plan for the Work as reflected in the Current Baseline Schedule is materially changed;
   b. The Owner has approved a Change Order that affects the Critical Path of the Work necessitating an adjustment in a Completion Deadline;

c. The Contractor's progress on the Work is behind the Substantial Completion date by thirty (30) Days or more;
d. In the Owner's opinion, the Current Baseline Schedule no longer accurately reflects the Contractor's plan for performing the Work;
e. The Contractor is required by the Contract or chooses to submit a time impact analysis demonstrating entitlement to an adjustment to a Completion Deadline or to submit a plan demonstrating how the Contractor intends to recover delay; or
f. Any allowable change has occurred according to the Contract.
g. Unless otherwise agreed to by the Owner, Contractor's requests for additional cost and/or time associated with any change to the scope of work shall be submitted to the Owner within 7 days of the associated direction from the Owner or Architect. In accordance with State law, no work can proceed on any changed scope that would constitute an increase in cost or time prior to written approval by the owner including the associated increase to the contractors purchase order where additional cost is merited.
h. With the exception of providing Actual Completion dates for activities, in any Schedule update or Time Impact Analysis, no new activities should be added, and no existing activities should be changed without prior submission, to and approval of the owner.
i. Activities associated with time delays - All changes to activities in any schedule update or Time Impact Analysis shall be detailed, providing the activity number, name, and reference to the approval of the change or addition of the activity by the Owner in the narrative accompanying that schedule submission.
j. No new activity shall be added, nor shall any existing activity be modified to imply specific responsibility of delays or extensions to the associated duration of any tasks that have not been approved and documented in the form of an official Change Order to the contract.

D. Contractor's Responsibility

1. It is the Contractor's responsibility to ensure that all Project Schedule documents comply with the requirements of the Contract. Errors in any Project Schedule document accepted by the Owner, including but not limited to activity durations, relationships between activities, resource allocation or other float suppression techniques that do not accurately reflect the work, may be identified at any time and once identified, shall be corrected by the Contractor. The Owner is not responsible for any erroneous assumptions or information in any Project Schedule document, regardless of origin.

E. Project Milestones

1. Unless specific milestones for this project are otherwise identified in the project documents, the Contractor shall prepare and submit for review and approval by the Owner/ Architect, individual milestones appropriate to identify key areas of the work.
2. The Owner and/or Architect may request additional milestones and/or activities be added in order to allow for efficient tracking of the work of the project.

END OF SECTION 00 73 13.10

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SECTION 00 73 46 - WAGE RATES DETERMINATION SCHEDULE

State of Delaware, Department of Labor Division of Industrial Affairs has established the category and associated prevailing wage rates for this project. The project approved prevailing wage rate determination schedule follows.

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STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8327

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

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

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 15, 2022

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	25.81	31.79	46.27
BOILERMAKERS	77.28	39.21	57.64
BRICKLAYERS	61.64	61.64	61.64
CARPENTERS	58.31	58.31	46.55
CEMENT FINISHERS	81.52	57.9[illegible]	25.02
ELECTRICAL LINE WORKERS	51.33	44.02	33.56
ELECTRICIANS	76.72	76.72	76.72
ELEVATOR CONSTRUCTORS	106.08	72.81	92.00
GLAZIERS	80.05	80.05	63.96
INSULATORS	63.53	63.53	63.53
IRON WORKERS	72.06	72.06	72.06
LABORERS	51.90	51.90	51.90
MILLWRIGHTS	80.13	80.13	64.33
PAINTERS	56.20	56.20	56.20
PILEDRIVERS	81.87	44.43	35.93
PLASTERERS	33.69	33.69	24.97
PLUMBERS/PIPEFITTERS/STEAMFITTERS	74.05	71.65	65.81
POWER EQUIPMENT OPERATORS	77.29	77.29	77.29
ROOFERS-COMPOSITION	27.98	28.10	27.25
ROOFERS-SHINGLE/SLATE/TILE	20.76	24.69	19.42
SHEET METAL WORKERS	80.03	80.03	80.03
SOFT FLOOR LAYERS	56.81	56.81	56.81
SPRINKLER FITTERS	65.57	65.57	65.57
TERRAZZO/MARBLE/TILE FINISHERS	69.16	69.16	70.74
TERRAZZO/MARBLE/TILE SETTERS	76.82	76.82	78.45
TRUCK DRIVERS	49.14	30.97	24.11

CERTIFIED: 4/22/2022 BY: _____
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 761-8327.

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

PROJECT: MJ1002000035 Legislative Hall - Roof Replacement and Cuploa Repairs , Kent County

PREVAILING WAGE DEBARMENT LIST

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

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

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19061	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 Del.C. 2374(f)
Green Granite and Jason Green, individually	504 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)

Updated: January 22, 2019

SECTION 00 81 13 - GENERAL REQUIREMENTS

TABLE OF ARTICLES

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

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

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

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

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

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

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

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

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

3.11 STATE LICENSE AND TAX REQUIREMENTS

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

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not

required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;

B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

A. Is unqualified to perform the work required;

B. Has failed to execute a timely reasonable Subcontract;

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

D. Is no longer engaged in such business.

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

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

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 79 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities,

and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

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

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

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

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

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

ARTICLE 8: TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable

casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

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

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

the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

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

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and

Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

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

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

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

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

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

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

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

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

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

14.2 “If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the

appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF SECTION 00 81 13

SECTION 00 81 14 – DRUG TESTING REPORT FORM

The Office of Management and Budget (OMB) has developed the 4014 regulation as part of the Delaware Code that requires Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C 6908(a)(6). The regulations established the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into this Contract awarded pursuant to 29 Del.C 6962. Sample copies of Testing Report Forms maintained and/or submitted pursuant to the requirements of 4104 regulation for this Project are including herewith.

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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: 200-26912-20002 / MJ1002000035R

Project Name: Leg. Hall – Roof Replacement & Cupola Repairs

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: 200-26912-20002 / MJ1002000035R

Project Name: Leg. Hall – Roof Replacement & Cupola Repairs

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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ROOF REPLACEMENT & CUPOLA REPAIRS
LEGISLATIVE HALL
411 LEGISLATIVE AVE.
DOVER, DE 19901
OMB/DFM PROJECT NO.: MJ1002000035R

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. 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://det.delawareworks.com/apprenticeship/documents/Apprenticeship Occupation List for 29Del6962 Compliance.pdf
If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. The Craft Training Compliance Affidavit must be submitted prior to contract execution.

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

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

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

Craft(s) _____

Contractor Name: _____

Contractor Address: _____

_____

_____

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

Or

❑ **Craft Training Requirements are not applicable because:** _____

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 TO BE CONSIDERED.

[1] Title 29, Chapter 69, Section 6902(c)(13) of the Delaware Code.

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

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

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Legislative Hall Roof Replacement & Cupola Repairs

1. Project Location: 411 Legislative Ave., Dover, DE 19901

B. Owner: State of Delaware

1. Owner's Representative: State of DE OMB/DFM

a. Owner’s Address: 540 Dupont Highway, Suite 1, Third Floor, Dover, DE 19901

C. Architect: Tetra Tech.

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

1. Baker Ingram

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. Roofing replacement and related abatement.
2. Chimney masonry repair.
3. Cupola siding repair.
4. Eave wood trim repair.
5. Eave composite trim repair.
6. Repairs and replacement screens at Chimney Louvers.
7. Replacement of Lighting Protection System components at roof.

1.5 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with 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 separate contracts.

1.6 PHASING

A. Project will be implemented over one phase.

1.7 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

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

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

    a. 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.

1.8 COORDINATION WITH OCCUPANTS

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

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

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

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

1.9 WORK RESTRICTIONS

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

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

B. On-Site Construction Schedule:
1. On site physical construction work will occur in one phase, with Legislature in session during part of the contract duration.
2. Exercise extreme caution to avoid impact on Legislature operations.
3. Special Legislative events may require adjustments to schedule of on-site activities. Owner will provide information for inclusion in project schedule, and discussion during construction meetings review of activities look-ahead.
4. Emergency session may require suspension of activities with little to no notice; such occurrences will be closely coordinated with the Owner.

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

1. Notify Architect or Owner not less than three (3) days in advance of proposed utility interruptions.
2. Obtain Architect and Owner written permission before proceeding with utility interruptions.

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

1. Notify Architect and Owner not less than two (2) days in advance of proposed disruptive operations.
2. Obtain Architect and Owner written permission before proceeding with disruptive operations.

E. Controlled Substances: Use of tobacco products and other controlled substances Project site is not permitted.

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

G. Employee Screening: Comply with Owner's requirements 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. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

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

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

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

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.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Contingency allowances.

C. Related Sections include the following:

1. Division 01, Section 00 63 73 “Allowance Authorization Form” for procedural requirements for handling and processing allowances.

1.3 COORDINATION

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

1.4 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, and profit ordered by Owner under the contingency allowance are already included in the allowance and are part of the Contract Sum.

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

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

1. Include a contingency allowance of $100,000.00 to be used at the Owner's Discretion.

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 01 25 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

1. Contractor will measure and document work of individual Specification Sections for which a quantity allowance has been included in the base bid.
2. Contractor will document measurement of work beyond allowances included in base bid amount that requires use of unit prices, and secure authorization for additional scope of work.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Drawings and Specification Sections referenced in the schedule contain requirements for materials and scope of work described under each unit price.

E. If quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to revise quantities of Work proposed will cause substantial inequity to the Owner, the unit prices shall be equitably adjusted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Steel Panel roof deck replacement.

1. Description: Removal of lightweight concrete decking at original building core. Construction of new steel panel roof deck. Coordinate removal with Environmental Remediation Subcontractor.
2. Unit of Measurement: Per panel.

B. Unit Price No. 2: Plywood roof deck replacement

1. Description: Removal and replacement of plywood decking.
2. Unit of Measurement: Per 4'x8' Sheet

C. Unit Price No. 3: Brick Masonry Repointing.

1. Description: Brick masonry surface repointing.
2. Unit of Measurement: Square foot.

D. Unit Price No. 4: Brick Masonry Crack Stitch Repair

1. Description: Brick Masonry crack stitch repair.
2. Unit of Measurement: Linear foot of crack repaired.

E. Unit Price No. 5: Working Day. 2-Person Crew for contaminated Concrete Deck Repair

1. Description: Provide 1 working and 1 supervisor to repair all interior areas of concrete decking deemed as damaged by the Owner's representative using 2 coats of bridging encasement, includes cleanup as necessary, of surfaces deemed contaminated below the area of damage. Certified Asbestos Workers Rates apply.
2. Unit of Measurement: Per working day.

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Roofing

1. Omit construction of clay tile roofing.
2. Construct lightweight concrete flat tile roofing.

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for products selected under an allowance.
2. Section 01 23 00 "Alternates" for products selected under an alternate.

1.3 DEFINITIONS

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

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

1.4 ACTION SUBMITTALS

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

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

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

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

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) 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.

B. Quality Assurance

1. 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.

1.5 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

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

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

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. 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 unless otherwise indicated.

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

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

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

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. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 01 Section “Allowances” for procedural requirements for handling and processing allowances.

1.3 MINOR CHANGES IN THE WORK

A. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, “Architect’s Supplemental Instructions”.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: The 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. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Refer to procedures outlined in the *Supplementary Conditions* of the Contract.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect. Refer to Procedures outlined in the *Supplementary Conditions* of the Contract.

1.5 ALLOWANCES

A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor’s handling, labor, installation, overhead, and profit. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

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.

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

1. Work 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 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

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 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
3. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
4. 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. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.

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

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

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. 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.
5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 01 10 00 "Summary."

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

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

a. Legislative Hall – Roof Replacement & Cupola Repairs
b. Architect: Tetra Tech
c. Architects Project No.: 200-26912-20002
d. OMB/DFM Project No.: MJ1002000035R
e. Contractor's name and address.
f. Date of submittal.

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

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

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

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

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

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

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

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

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

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

1.5 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

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

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

L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Sustainable design submittal for project materials cost data.
4. Contractor's construction schedule (preliminary if not final).
5. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
6. Products list (preliminary if not final).
7. Sustainable design action plans.
8. Schedule of unit prices.
9. Submittal schedule (preliminary if not final).
10. List of Contractor's staff assignments.
11. List of Contractor's principal consultants.
12. Copies of building permits.
13. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
14. Initial progress report.
15. Report of preconstruction conference.
16. Certificates of insurance and insurance policies.
17. Performance and payment bonds.
18. Data needed to acquire Owner's insurance.

M. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

N. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. 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.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT & 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. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:

1. General project coordination procedures.
2. Coordination Drawings.
3. Administrative and supervisory personnel.
4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 01 77 00 “Closeout Procedures” for coordinating Contract closeout.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in various 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 with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. If necessary, 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 the 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 and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of the 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.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.

B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

1. Post copies of list in the Project meeting room, in temporary field office, and by each temporary telephone.

1.5 PROJECT MEETINGS

A. General: The Architectural/Engineering Consultant shall Schedule and conduct meetings and conferences at the 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 the Owner and the Contractor of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Owner and the Architect, within 3 days of the meeting.

B. Preconstruction Conference: The Architectural/Engineering Consultant shall Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference at the Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of the Owner, the Contractor, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing.
    d. Designation of responsible personnel.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for processing Applications for Payment.
    g. Distribution of the Contract Documents.
    h. Submittal procedures.
    i. Preparation of Record Documents.
    j. Use of the premises.
    k. Responsibility for temporary facilities and controls.
    l. Parking availability.
    m. Office, work, and storage areas.
    n. Equipment deliveries and priorities.
    o. First aid.
    p. Security.
    q. Progress cleaning.
    r. Working hours.

C. Progress Meetings: The Architectural/Engineering Consultant shall conduct progress meetings at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. 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 the 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 the 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. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Work hours.

10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.
14) Documentation of information for payment requests.

2. Reporting: The Architectural/Engineering Consultant shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report

a. Schedule Updating: Revise the 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 31 13 - COORDINATION OF TRADES

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. Applicable provisions of the entire Project Manual, including Addenda, shall govern this section as fully as if repeated herein.

B. This section is for guidance only and does not relieve the Prime Contractor of the total responsibility for the proper completion of this work.

1.2 CUTTING AND PATCHING

A. Refer to Section 01 73 29 Cutting & Patching.

1.3 ABANDONMENT, REMOVAL AND RELOCATION

A. Prime Contractor and each Sub-Contractor shall perform all removal and relocation work related to their trade as required for installation of work installed for entire job and shall cooperate fully among themselves in these respects.

B. Removals shown on drawings are a general indication only and may not necessarily indicate the full extent of removals which may be required to complete this work.

C. The Prime Contractor shall seal all existing and resultant penetrations and voids and perform surface refinishing as required.

D. Each Contractor shall provide erect and maintain barricades, guards, bracing, shoring, etc. required for the protection of their workers, the occupants of the building and the General Public.

E. During the course of this work, each Contractor shall, by means of canvasses, temporary partitions or otherwise as may seem expedient to them, protect the property and adjacent areas from damage, dirt and dust.

F. All demolition work is subject to the direction and approval of the Owner and Engineer and shall be performed in such manner as not to interfere with the normal operation of the building involved.

G. Where work under this contract interferes with the existing construction, piping, conduit, fixtures or equipment, remove the existing construction, piping, conduit or equipment and reroute to clear the obstruction providing additional piping and conduit, if necessary, of the same design and quality if the material, piping or conduit are to be continued in use.

H. Disconnect and remove all accessible piping, conduit, ductwork, materials, fixtures and equipment not required in the new systems. Plug all outlets at the main or riser connection.

I. Removed materials not desired by the Owner or not to be reset and not specified nor indicated to be reused, shall become the property of the Contractors and shall be promptly removed from the site. Refer to TRASH REMOVAL Article, Section 01 50 00.

END OF SECTION 01 31 13

SECTION 01 31 20 - PAYROLL REPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:

1. State of Delaware Payroll Reports.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 01 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
2. Division 01 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

1.4 PAYROLL REPORTS

A. State of Delaware Payroll Reports: As required by the State of Delaware, Section 6960, Title 29, of the Delaware Code, payroll wages shall be reported weekly to the Delaware Department of Labor, Division of Industrial Affairs, 4425 North Market Street, Wilmington, DE 19802, phone 302-761-8200. Forms shall be available at the above address. A sample copy of the form is attached under contract forms, State of Delaware Payroll Report.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 31 20

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SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Construction photographs.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. 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.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Major Area: A story of construction, a separate building, or a similar significant construction element.

G. Milestone: A key or critical point in time for reference or measurement.

H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.

C. Contractor's Construction Schedule: Submit three printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.

D. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.

E. Daily Construction Reports: Submit two copies at weekly intervals.

F. Material Location Reports: Submit two copies at weekly intervals.

G. Field Condition Reports: Submit two copies at weekly intervals.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice to Proceed..
2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
3. Use "one workday" as the unit of time.

B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary 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. Purchase of materials.
c. Delivery.
d. Fabrication.
e. Installation.

2. Processing: Process data to produce output data or 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.
3. 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.

2.3 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. High and low temperatures and general weather conditions.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Construction Change Directives received.
14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial Completions and occupancies.
17. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall 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.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare 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.

PART 3 - EXECUTION (not used)

END OF SECTION 01 32 00

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 for 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 file metadata tag:

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.

C. Printed Photographs: Submit two sets of prints of each photographic view within seven days of taking photographs.

1. Format: 8-by-10-inch smooth-surface matte prints on single-weight, paper; enclosed back to back in clear plastic sleeves punched for three-ring binder. Include copy of key plan

indicating each photograph's location and direction. Provide one binder for each set of prints.

2. Identification: On back of each print, label with the following information:

   a. Name of Project.
   b. Name and contact information for photographer.
   c. Name of Architect.
   d. Name of Contractor.
   e. Date photograph was taken if not date stamped by camera.
   f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
   g. Unique sequential identifier keyed to accompanying key plan.

1.3 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.

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, and with vibration-reduction technology. 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 and GPS location data from camera.

D. File Names: Name media files with date Project area and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. 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.

C. 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 30 photographs to show existing conditions adjacent to property before starting the Work.

3. Take 30 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.

D. 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. Exposed roof decking.
2. Substrate exposed by removal of flashing.
3. Piping.
4. Electrical conduit.
5. Waterproofing and weather-resistant barriers.
6. Downspouts and piping video-inspections.
7. Other concealed work as requested by Owner and/or Architect.

E. Periodic Construction Photographs: Take 50 photographs weekly coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Final Completion Construction Photographs: Take 100 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 33

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SECTION 01 33 00 - SUBMITTAL PROCEDURES AND REQUIREMENTS

PART 1 - GENERAL

1.1 SECTIONS INCLUDES

A. Administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

B. Contractor's and Engineer's duties and responsibilities.

C. Submission Requirements: As required by the Contract Documents for all materials, products, equipment and systems to be furnished and installed under this Contract, unless specifically indicated otherwise.

D. Action Submittal and Informational Submittal: Description of submittal review dispositions and resubmissions.

1.2 RELATED SECTIONS

A. Section 01 25 00 "Substitution Procedures"

B. Section 01 31 00 "Project Management and Coordination"

C. Section 01 32 00 "Construction Progress Documentation"

D. Section 01 32 33 "Photographic Documentation"

E. Section 01 40 00 "Quality Requirements"

F. Section 01 77 00 "Closeout Procedures"

G. Section 01 78 23 "Operation and Maintenance Date"

H. Sections for Divisions 02 through 46—Required Submittals

1.3 DEFINITIONS

A. Contractor's Registered Design Professional (RDP): An individual representing the Contractor or his suppliers or subcontractors who is licensed to practice engineering as defined by the statutory requirements of the professional licensing laws in the state or jurisdiction in which the project is to be constructed.

B. "Or-Equal" Items: Material or equipment proposed by Contractor that is functionally equal to that named and sufficiently similar so that no change in related Work will be required.

C. Product Data: 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.

D. Samples: Physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

E. Shop, Fabrication and/or Layout Drawings: Shop Drawings are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor, subcontractor at any tier, manufacturer, supplier or distributor, to illustrate some portion of the Work.

F. Submittals: Documents or materials submitted to the Engineer for review prior to installing the materials, products or components into the Work, as noted below:

1. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's responsive action.
2. Informational Submittal: Written information submitted by Contractor that may not require Engineer's review and disposition.
3. Submittals may be rejected for not complying with the terms and conditions of the Contract and project-specific requirements

G. Substitutions:

1. A request for use of an alternative material, equipment or procedure which is different than shown in the documents that provides performance equivalent to what is shown in the documents
2. Submit under provisions of Section 01 25 00 "Substitution Procedures"

1.4 GENERAL

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality required.

B. Unless the specification or description contains or is followed by words reading that no like, no equivalent, or no "or-equal" item or no substitution is permitted, other items of material or equipment of other suppliers may be submitted to Engineer for review.

C. Product or equipment substitution requests must meet the same performance requirements as the specified product and are subject to review as a substitution and final disposition by Engineer per requirements of Section 01 25 00 "Substitution Procedures".

D. Construction Schedule: Designate in the construction schedule, or in a separate coordinated submittal registry/log or shop drawing schedule, the dates for submission and the dates that reviewed Action Submittals for Shop Drawings and Product Data are anticipated.

E. Submittal Registry/Log: Within 15 calendar days from execution of Contract a complete registry/log of anticipated submittals shall be delivered to Engineer. This registry/log shall include all items of work that will require review, submittal disposition and other required comments before said materials, products, equipment or systems have been procured and/or delivered to the site.

1.5 SUBMITTALS

A. Electronic Submittals:

1. Submittals shall, unless specifically accepted, be made in electronic format.
2. Each submittal shall be an electronic file in Adobe Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement.
3. Electronic files that contain more than 10 pages in PDF format shall contain internal bookmarking from an index page to major sections of the document.
4. PDF files shall be set to open "Bookmarks and Page" view.
5. Add general information to each PDF file, including: Title, subject, author, and keywords. PDF files shall be text searchable (OCR'd).
6. PDF files shall be set up to print correctly (legible and correctly sized) at 8.5-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch. No other paper sizes will be accepted.
7. Submit new and complete electronic files for each resubmittal.
8. Include a copy of the Contractor's Submittal Transmittal and Response form or similar form with each electronic file. Contractor shall provide a sample format at Pre-Construction Conference.
9. Include Contractor and Engineer authorization to reproduce and distribute each file.
10. Detailed procedures for handling electronic submittals will be discussed at the preconstruction conference.

    a. Send submittal to designated Project-specific email address:

        1) Use the following email address: Ier.dedfm@tetratech.com.

11. Contractor must have a color printer and copier in order to use the electronic submittal process.

B. Shop, Fabrication and/or Layout Drawings—Drawings shall be presented in a clear and thorough manner:

1. Identify details by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
2. Identify equipment by reference to equipment name and tag number shown on Contract Drawings.
3. Scale and Measurements: Make drawings accurate to a scale with sufficient detail to show the kind, size, arrangement and function of component materials and devices
4. Minimum sheet size: 8-1/2 inch by 11 inch.
5. Fabrication/layout drawing size: 11 inch by 17 inch or 22 inch by 34 inch.

C. Product Data—Preparation:

1. Clearly mark each copy to identify pertinent products or models submitted for review.
2. Identify equipment by reference to equipment name and tag number.
3. Catalog cut sheets: Cross-out or delete irrelevant data.
4. Show performance characteristics and capacities.
5. Show dimensions and clearances required for installation and maintenance.
6. Show wiring or piping diagrams and controls.
7. Show external connections, anchorages, and supports required.

D. "Certificate of Compliance":

1. Provided by manufacturer or supplier in lieu of submittal data typically required, per Engineer's written authorization or as scheduled herein.
2. Certifies that product data or item identified in certificate is in total compliance with Contract Document requirements.
3. Specifically identifies project name and that there is no deviation from Contract Documents.
4. Identify equipment by reference to equipment name and tag number
5. Identify limits of equipment, materials or work provided.
6. Provide for specific product data or item only as approved by Engineer or as indicated herein.

E. Construction Schedule: Designate in the construction schedule, or in a separate coordinated shop drawing schedule, the dates for submission and the dates that reviewed Action Submittals for Shop Drawings and Product Data will be needed.

F. Samples:

1. Copies: Two, unless otherwise specified in individual specifications.
2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:

   a. Manufacturer name.
   b. Model number.
   c. Material.
   d. Sample source.

3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
4. Full-size Samples:

   a. Size as indicated in individual specification section.
   b. Prepared from same materials to be used for the Work.
   c. Cured and finished in manner specified.
   d. Physically identical with product proposed for use.

G. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work by crossing out or omitting irrelevant data.
2. Supplement standard information to provide information specifically applicable to the Work.

H. Field samples and mock-ups:

1. Contractor shall erect, at the Project site, at a location acceptable to Engineer.
2. Size or area: That specified in the respective specification section.
3. Fabricate each sample and mock-up complete and finished.
4. Remove mock-ups at conclusion of Work or when acceptable to Engineer.

1.6 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will be available for Contractor's reference in preparing submittals.

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. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
3. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Identification:

1. Place a permanent label or title block on each submittal for identification.
2. Indicate name of firm or entity that prepared each submittal on label or title block.
3. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
4. Include the following information on label for processing and recording action taken:
5. Project name.
6. Date.
7. Name and address of Owner and Engineer.
8. Name and address of Contractor.
9. Name and address of subcontractor.
10. Name and address of supplier.
11. Name of manufacturer.
12. Unique identifier, including revision number.
13. Number and title of appropriate Specification Section.
14. Drawing number and detail references, as appropriate.
15. Other necessary identification.

D. Confirmation of Compliance with Contract Documents:

1. Unless a Certificate of Compliance is permitted for material or equipment where specified, provide the following documents to demonstrate compliance with the Contract Documents:
   a. Copy of relevant Drawings with all addendum updates that apply to equipment or systems in Divisions 25, 26, 33, 44 and 46 marked to show specific changes necessary for equipment proposed in Contractor's submittal:
      1) If no changes are required, Drawing(s) shall be marked "no changes required".
      2) Failure to include copies of relevant drawings with submittal, whether changes are required or not, shall be cause for rejection of entire submittal with no further review by Engineer.

3) Relevant Drawings include as a minimum control diagrams, process and instrumentation diagrams (P&IDs), and Process Drawings.

b. A copy of each pertinent specification section in Divisions 25, 26, 33, 44 and 46 with all addendum updates included, and all referenced and applicable specification sections, with their respective addendum updates included, with each paragraph check-marked to indicate specification compliance.

c. Otherwise mark to indicate requested deviations from specification requirements.

E. Identification of deviations from Contract Documents:

1. If Contractor proposes to provide material or equipment of work which deviates from the Contract Documents, indicate so under "deviations" on the transmittal form accompanying the submittal copies.
2. Identify all requested deviations as specified and on copies of specifications and Drawings.
3. Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
4. If deviations from specifications are indicated and, therefore requested by Contractor, the submittal shall be accompanied by a detailed, written justification for each deviation.
5. Failure to include a copy of marked-up specification sections, along with justification for any requested deviations to specification requirements, with the submittal shall be cause for rejection of the entire submittal with no further review by Engineer.

F. Transmittal:

1. Package each submittal individually and appropriately for transmittal and handling.
2. Engineer will discard submittals received from sources other than Contractor.
3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
4. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
5. Transmittal Form: Submit sample transmittal form for approval or use the sample form at the end of this Section for transmittal of submittals. Include an 8-inch by 4-inch blank space for Contractor's and Engineer's stamps.
6. Electronically stamp cover sheet of each submittal as identified in letter of transmittal
7. Contractor's stamp: Initialed or signed, certifying review and approval of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Use stamp to include wording similar to the following:

CONTRACTOR 'S CERTIFICATION
I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL CONDITIONS.

BY _____

G. Submittal Registry/Log:

1. Maintain an accurate submittal registry/log for duration of the Work showing current status of all submittals.
2. Show submittal number, section number, section title, submittal description dates and disposition of submittal.
3. Make submittal registry/log available to Engineer for Engineer's review upon request.

H. Unless specified otherwise, make submissions in groups to facilitate efficient review and approval:

1. Include all associated items from individual specification sections to assure that all information is available for checking each item when it is received.
2. Submit a complete initial submittal including all components when an item consists of components from several sources.
3. Partial submittals may be rejected as not complying with provisions of the Contract
4. Engineer will not be held liable for delays due to poorly organized or incomplete submittals.
5. Do not include items from more than one specification section for any one submittal number.

I. Contractor may require subcontractors to provide drawings, setting diagrams and similar information to help coordinate the Work, but such data shall remain between Contractor and his subcontractors and will not be reviewed by Engineer unless specifically called for within the Contract Documents.

J. All submittals for each component of multi-component systems shall be compiled and submitted through the Contractor to the Engineer by the manufacturer having system responsibility.

K. Distribution: Forward 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.

L. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

1.7 DISPOSITION OF SHOP DRAWINGS AND PRODUCT DATA

A. "No Exceptions Noted" – Acceptable with no exceptions noted:

1. Electronic copy returned to Contractor for his use:
   a. One hard copy to be kept on file at Contractor's office at job site
2. No corrections or comments noted on submittal or in transmittal letter.
3. Issues or miscellaneous comments pertaining to other related items of the Work may be included.
4. Resubmission not required.

B. "Exceptions Noted – See Comments" – Acceptable with required exceptions/corrections noted:

1. Electronic copy returned to Contractor for his use:

a. One hard copy to be kept on file at Contractor's office at job site.
b. Copies of submittal data in operation and maintenance manuals to be revised according to corrections.

2. Comply with corrections or comments as noted on submittal and in transmittal letter.
3. Resubmission not required.

C. "Revise And Resubmit" – Incorrect or specific information still required:

1. Copy of transmittal letter or submittal review comments sent to Contractor.
2. A submittal will be returned to Contractor upon resubmission and review completed per above disposition requirements
3. Submittal is either: incorrectly annotated; specific comments need to be addressed and incorporated in resubmittal; and/or additional information may be required as noted in transmittal letter or submittal review comments.
4. Submitted information may not include or address specific item required per the specification as identified in transmittal letter or submittal review comments.
5. Specific information related to identified item may be required for final approval of submittal
6. Resubmission of entire submittal may be required or resubmission of specific item may be required as identified in transmittal letter or submittal review comments.

D. "Rejected" – Returned for correction:

1. Copy of transmittal letter or submittal review comments sent to Contractor
2. Contractor required to resubmit complete submittal package in accordance with Contract Documents
3. Submittal does not comply with provisions of Contract Documents as noted in transmittal letter or submittal review comments
4. Resubmission required

E. "Receipt Acknowledged – For Information Only" – For general reference purposes only or for record copy:

1. Applicable to Certificates of Compliance, manufacturer and/or Contractor provided calculations, and other miscellaneous documentation not subject to Engineer review
2. Copy of transmittal letter or submittal review comments sent to Contractor
3. No further action: Detailed review and comment by Engineer not required
4. Resubmission not required

1.8 DISPOSITION OF SAMPLES

A. "No Exceptions Noted" – Acceptable with no exceptions noted:

1. One sample sent to Owner
2. One sample sent to Resident Project Representative
3. One sample retained in Engineer's file
4. Acknowledgment: Copy of transmittal letter or submittal review comments sent to Contractor
5. Resubmission not required

B. "Exceptions Noted – See Comments" – Acceptable with required exceptions/corrections noted:

1. One sample sent to Owner
2. One sample sent to Resident Project Representative
3. One sample retained in Engineer's file
4. Acknowledgment: Copy of transmittal letter or submittal review comments sent to Contractor
5. Work performed or products furnished to comply with exceptions noted in acknowledgment
6. Resubmission not required

C. "Rejected" – Returned for correction:

1. One sample retained in Engineer's file
2. Remaining samples sent to Contractor for resubmittal and compliance with the Contract Documents as noted in transmittal letter or submittal review comments
3. Copy of transmittal letter or submittal review comments sent to Owner
4. Resubmission required

1.9 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in submittals required by Engineer and resubmit until considered acceptable.

B. Clearly include identification of revisions on resubmissions.

C. Transmit each resubmission under new letter of transmittal. Use number of original submittal followed directly by a capital letter corresponding to the number of times a submittal is resubmitted (i.e., 1, 1A, 1B, etc.)

D. Shop Drawings and Product Data:

1. Revise initial Drawings or data and resubmit as specified for the initial submittal
2. Indicate any changes which have been made other than those requested by Engineer

E. Samples: Submit new samples as required for initial submittal

F. Reimbursement of Resubmission Review Costs:

1. Review of first submittal [and one resubmittal] will be performed by Engineer at no cost to the Contractor
2. Costs for review of subsequent resubmissions will be directly paid by Contractor
3. Engineer will document work-hours required for review and costs for Engineer review will be deducted from payments due Contractor as Change Order deducts
4. Charges for review of resubmissions will include Engineer at maximum rate of [$175] per hour and Document Control/Submittal Clerk at maximum rate of [$78] per hour

1.10 ENGINEER'S DUTIES

A. Review submittals with reasonable promptness and in accord with accepted submittal schedule provided that each submittal has been called for by the Contract Documents and is stamped by Contractor as indicated above:

1. In the event that Engineer will require more than 14 [21] calendar days to perform an expedited submittal review as requested by Contractor, Engineer shall so notify Contractor or indicate so on the submittal schedule
2. No extensions of time are allowed due to Engineer's delay in reviewing submittals unless all the following criteria are met:
   a. Contractor has notified Engineer in writing that an expedited review of particular submittal in question is critical to the progress of the Work and Contractor has identified the requested submittal return date
   b. Engineer has failed to return submittal within 14 [21] days of receipt of the submittal or receipt of said notice, whichever is later
   c. Contractor demonstrates that delay in progress of the Work was directly attributable to Engineer's failure to return submittal within 14 [21] days
3. No extensions of time are allowed due to delays in progress of the Work caused by rejection and subsequent resubmission of data, including multiple resubmissions

B. Review drawings and data submitted only for general conformity with Contract Documents:

1. Engineer's review of drawings and data returned marked "No Exceptions Noted" or "Exceptions Noted" does not indicate a thorough review of all dimensions, quantities, and details of material, equipment device or items shown
2. Engineer's review does not relieve Contractor of responsibility for errors, omissions or deviations nor Contractor's responsibility for compliance with the Contract Documents
3. Engineer's review shall not extend to means, methods, techniques, sequences, operations of construction, and safety precautions and programs incidental thereto. No information regarding these items will be reviewed whether or not included in submittals

C. Assume that no shop Drawing or related submittal comprises a deviation to the Contract Documents unless Contractor advises Engineer otherwise in writing which is acknowledged by Engineer in writing:

1. Consider and review only those deviations from the Contract Documents clearly identified as such in submittal and tabulated in the letter of transmittal
2. At the discretion of Engineer, notify Contractor that review of specific deviations will be reviewed under provisions of Section 01 25 00 "Substitution Procedures"

D. Return submittals to Contractor for distribution or for resubmission

E. Transmit, unreviewed, to Contractor all submittals received directly from suppliers, manufacturers and subcontractors

F. Transmit, unreviewed, to Contractor all submittals not called for by the Contract Documents or which have not been approved by Contractor

G. Engineer will not review uncalled-for shop drawings or product data except by special arrangement

H. Affix stamp and indicate submittal disposition or resubmission requirements with the following stamp:

Architect/Engineer's review of this submittal is only to determine if the items covered by the submittal will conform to the Contract Documents and be compatible with the design concept of the completed Project. Architect/Engineer's review does not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. Architect/Engineer's review of this submittal does not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Architect/Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying this submittal. Contractor is responsible for complying with the requirements of the Contract Documents and is referred to the General Conditions for more detail regarding the Contractor's responsibilities for Submittals.

NO EXCEPTIONS NOTED	
EXCEPTIONS NOTED – SEE COMMENTS	
REVISE AND RESUBMIT	
REJECTED	
RECEIPT ACKNOWLEDGED – FOR INFORMATION ONLY	

Tetra Tech

By:_____Date:_____

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 ACTION SUBMITTALS

A. Confirm and comply with requirements of individual technical specifications for Divisions 02 through 40.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment:

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Wiring diagrams showing factory-installed wiring.

g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operating and maintenance manuals.
k. Compliance with recognized trade association standards.
l. Compliance with recognized testing agency standards.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data:

1. Preparation: Include the following information, as applicable:
   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 22 by 34 inches.

D. Coordination Drawings: Comply with requirements in Division 01, Section 01 31 00 “Project Management and Coordination”.

E. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Division 01, Section 01 40 00 “Quality Requirements” for mockups.
2. 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.
3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the 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.
4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer's sample where so indicated. Attach label on unexposed side that includes the following:

a. Generic description of Sample.
b. Product name or name of manufacturer.
c. Sample source.

5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
   a. Size limitations.
   b. Compliance with recognized standards.
   c. Availability.
   d. Delivery time.
6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
   a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
   b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
7. Number of Samples for Initial Selection: Submit four (4) full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
   a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
8. 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.

F. Product Schedule or List: Prepare a written summary indicating types of general 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.
2. Number and name of room or space.
3. Location within room or space.

G. Delegated-Design Submittal: Comply with requirements in Division 01, Section 01 40 00 "Quality Requirements" and per related technical specification.

H. Submittals Schedule: Comply with requirements in Division 01, Section 01 32 00 "Construction Progress Documentation" and as specified herein.

I. Contractor's Construction Schedule: Comply with requirements in Division 01, Section 01 32 00 "Construction Progress Documentation" for action.

J. Application for Payments: Comply with requirements of Contract Documents and Division 01, Section 01 29 00 “Payment Process”.

K. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

3.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections:

1. Certificates and Certifications: Provide a notarized statement that includes signature of Contractor, testing agency, or design professional responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of the company.
2. Test and Inspection Reports: Comply with requirements in Division 01, Section 01 40 00 “Quality Requirements”.

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and Owners, and other information specified.

C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.

H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

I. Preconstruction Test Reports: Prepare 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.

J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, 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.

L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. 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.

M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

N. Operation and Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 01, Section 01 78 23 "Operation and Maintenance Data".

O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations:

1. Include page numbers.

P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

END OF SECTION 01 33 00

SECTION 01 33 01 - CADD RELEASE

PART 1 - GENERAL (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 USE AND INDEMNIFICATION AGREEMENT

A. Instructions:

1. Tetra Tech does not charge contractor(s) for electronic files (this applies to files in AutoCAD (or similar) format) because the Contractor is required to provide electronic as-built drawings from these files.

   a. PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form.

2. For AutoCAD type files, the Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Client. For the Use and Indemnification Agreement form, reference Section 00 62 93 "Use and Indemnification Agreement Form (CADD Release)."

END OF SECTION 01 33 01

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SECTION 01 35 16 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes special procedures for alteration work.

1.2 DEFINITIONS

A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.

B. Consolidate: To strengthen loose or deteriorated materials in place.

C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.

D. 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.

E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

K. Retain: To keep existing items that are not to be removed or dismantled.

L. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 PROJECT MEETINGS FOR ALTERATION WORK

A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.

1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:

a. Fire-prevention plan.
b. Governing regulations.
c. Areas where existing construction is to remain and the required protection.
d. Hauling routes.
e. Sequence of alteration work operations.
f. Storage, protection, and accounting for salvaged and specially fabricated items.
g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.

3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at weekly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.4 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1.5 INFORMATIONAL SUBMITTALS

A. Alteration Work Program: Submit 30 days before work begins.

B. Fire-Prevention Plan: Submit 30 days before work begins.

1.6 QUALITY ASSURANCE

A. Lead-based paint is present in areas included in this project. Treat in accordance with applicable guidelines and regulations pertaining to lead-based paint. Refer to the hazardous materials assessment report dated 8 February 2011.

1. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.

B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, fire buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.

D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.7 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:

1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label 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.

B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties titled "Owner's Responsibility for Fire Protection."
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.

a. If combustible material cannot be removed, provide fire blankets to cover such materials.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:

1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.

3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:

    a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    e. Maintain fire-watch personnel at each area of Project site until two hours after conclusion of daily work.

C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.

1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.

B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.

E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL ALTERATION WORK

A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs. Comply with requirements in Section 01 32 33 "Photographic Documentation."

B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and 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.
4. Specific test and inspection requirements are not specified in this Section.

C. Related Requirements:

1. Section 01 21 00 "Allowances" for testing and inspection allowances.

1.3 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: 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 trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as as part of permanent construction, consisting of multiple products, assemblies, and subassemblies.

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.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to 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: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as 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.

1.4 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.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups.

1. Include plans, sections, and elevations, 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.

B. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, 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.

1.7 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. Main 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.

1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified 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 shall not have other Project responsibilities.

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 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.

1.9 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.
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 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 whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.10 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. 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 are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
   e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens and test assemblies, and mockups, and laboratory 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 that 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.

7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
8. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings or as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.

M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.11 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, 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 shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or 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.
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. Associated Contractor 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 as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.12 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency/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:

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.

B. Special Tests and Inspections: Conducted by a qualified testing agency/special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections and in the Statement of Special Inspections attached to this Section, and as follows:

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.

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, may apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities and security and protection facilities.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Engineer, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Owner will not provide sewer service for the project. Contractor shall provide all required temporary sanitary facilities.

C. Water Service: Owner will provide on-site access to water service used by all entities for construction operations.

D. Electric Power Service: Owner will provide on-site access to electric-power-service used by all entities for construction operations. Contractor shall furnish all necessary equipment to facilitate connection to power including coordination of permits with any inspection agency and or installation.

E. Upon completion of the project and prior to demobilization the Contractor shall at his or her sole expense, remove any temporary utility service equipment and restore the service location to its pre-construction condition.

1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Dust-Control Plan: Contractor to Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. Waste handling procedures.
3. Other dust-control measures.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

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 ADA-ABA Accessibility Guidelines.

1.6 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 TEMPORARY FACILITIES

A. Field Offices, General: Field offices will be in Contractor provided trailer to be located in Owner designated parking area.

B. Keep office clean and orderly.

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 6 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
3. Drinking water and private toilet.
4. Coffee machine and supplies.
5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

C. Storage or Fabrication Sheds: Provide sheds sized, furnished, and equipped or fenced around to accommodate materials and equipment for construction operations as needed for secure area for equipment.

1. Store combustible materials apart from building.

2.2 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 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.

C. Obtain permission from Owner to us existing Heating and Cooling equipment. Change filters monthly. Provide a set of clean filters when done and two (2) sets of spare filters.

PART 3 - EXECUTION

3.1 ON-SITE CONSTRUCTION SCHEDULE

A. On site physical construction work can only occur from July 1st through December 31st. Contractor demobilization to be complete, and all temporary facilities removed by, December 31st.

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."
2. Area Available: Designated area as shown on Sheet CS01.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed and remove prior to demobilization.

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: 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, 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.

D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work if necessary, isolate the HVAC system in area where work is to be performed according to coordination drawings.

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 if needed. 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.

E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. 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.

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 a minimum of one telephone line for each field office.

1. Provide additional telephone lines for the following:

a. Provide a dedicated telephone line for each facsimile machine in each field office.

2. 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.

3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

H. Electronic Communication Service: 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 Pentium D or Intel CoreDuo, 3.0 GHz processing speed.
2. Memory: 4 gigabyte.
3. Disk Storage: 300 gigabyte hard-disk drive and combination DVD-RW/CD-RW drive.
4. Display: 22-inch 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 XP Professional or Microsoft Windows Vista Business.
8. Productivity Software:

a. Microsoft Office Professional, XP or higher, including Word, Excel, and Outlook.
b. Adobe Reader 7.0 or higher.
c. WinZip 7.0 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 384 Kbps upload and 1 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 40 gigabyte, with automated backup software providing daily backups.

3.4 SUPPORT FACILITIES INSTALLATION

A. Parking: Use designated areas of Owner's existing parking areas for construction personnel as directed.

B. Project Signs: Provide Project signs as need and approved by the OMB/DFM. Unapproved signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project or directions to construction field office.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.

C. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

D. Waste Disposal Facilities: 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."

E. 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.

F. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

H. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

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.

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.

1. Comply with work restrictions specified in Section 01 10 00 "Summary."

C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit by following applicable requirements as stipulated on the Erosion and Sediment Plan Sheets CE-01 to CE-04 approved by DNREC, including CCR if required by DNREC, or authorities having jurisdiction, whichever is more stringent and requirements.

D. Temporary Erosion and Sedimentation Control: 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, according to Erosion and Sediment Plan Sheets CE-01 to CE-04 approved by DNREC and requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

E. Stormwater Control: Comply with requirements of authorities having jurisdiction including DNREC and CCR, if required by DNREC. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

F. 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 environmentally safe materials.

G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by existing entrance gates at south entrance.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Maintain security of construction area by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

H. 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 work day.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

K. 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.

L. Temporary Partitions: If necessary provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants 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 polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up

the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches 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.

M. Temporary Fire Protection: If necessary 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.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to 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. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Items C, D, and E below apply only to existing facilities to remain.

C. Exposed Construction Phase: 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.

D. Partially Enclosed Construction Phase: 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, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

E. Controlled Construction Phase of Construction: 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 permanent HVAC system to control humidity.
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.
    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 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.
2. Complete Bi-weekly grass cutting and vegetation trimming at vegetated areas within the site enclosed fence.

C. Temporary Facility Changeover: Change over from using temporary security and protection facilities to permanent facilities must occur before Demobilization and prior to 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

SECTION 01 73 29 - CUTTING & PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Divisions 03 through 09 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Fire-suppression systems.
2. Mechanical systems piping and ducts.
3. Control systems.
4. Communication systems.
5. Conveying systems.
6. Electrical wiring systems.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's

aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete or 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.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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.

1.3 SUBMITTALS

A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.

B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit **3** copies of report.

1.4 PERFORMANCE REQUIREMENTS

A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:

1. Salvage
2. Reuse
3. Source-Separated CDL Recycling
4. Co-mingled CDL Recycling

B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Acoustical ceiling tiles
2. Asphalt
3. Asphalt shingles
4. Cardboard packaging
5. Carpet and carpet pad
6. Concrete
7. Drywall
8. Fluorescent lights and ballasts
9. Land clearing debris (vegetation, stumpage, dirt)
10. Metals
11. Paint (through hazardous waste outlets)
12. Wood
13. Plastic film (sheeting, shrink wrap, packaging)
14. Window glass
15. Wood
16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.5 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

B. 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.

C. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.

1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.

a. Owner
b. Architect
c. Contractor's superintendent
d. Major subcontractors

e. Waste Management Coordinator
f. Other concerned parties.

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:

a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
b. Review requirements for documenting quantities of each type of waste and its disposition.
c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
e. Review waste management requirements for each trade.

3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.

1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:

A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.

B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.

C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should include the following information:

1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.

2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:

a. Contracting with a deconstruction specialist to salvage materials generated,
b. Selective salvage as part of demolition contractor's work,
c. Reuse of materials on-site or sale or donation to a third party.

3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:

a. Requiring subcontractors to take their CDL waste to a recycling facility;
b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
c. Processing and reusing materials on-site;
d. Self-hauling to a recycling or material recovery facility.

4. Name of recycling or material recovery facility receiving the CDL wastes.

5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Including cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

REMOVAL OF CONSTRUCTION WASTE MATERIALS

A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

B. Transport CDL waste materials off Owner's property and legally dispose of them.

C. Burning of CDL waste is not permitted.

WASTE MANAGEMENT PROGRESS REPORT				
	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	**DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE**		
MATERIAL CATEGORY		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumpage, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
	Percentage of Waste Diverted	(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)		

END OF SECTION 01 74 19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 01 74 19 "Construction Waste Management" for progress cleaning of Project site.

C. Delaware Department of Natural Resources and Environmental Control (DNREC) Erosion and Sediment Control Handbook.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual 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 where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance 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.

6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: 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. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit pest control final inspection report.

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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Page number.

3. 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. Three paper copies. Architect will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 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.

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 paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls" and Section 01 74 19 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

3.3 SUMMARY OF CLOSEOUT DOCUMENTS

A. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)

B. Contractor's Consent of Surety Company to Final Payment (AIA Document G707) (one copy)

C. Contractor's Affidavit of Release of Liens (AIA Document G706A) (one copy)

D. Copy of Letter of Guarantee and Warranty Information (three copies)

E. Balancing Reports

F. Subcontractor's Release of Liens had been submitted with each previous Application of Payment (AIA Document G706A) (one copy)

G. Operation and Maintenance Manuals

H. Record Shop Drawings and Submittals

I. As-built Drawings: All construction changes should be clouded and marked.

1. Updated CAD files to reflect changes and as-built conditions; AutoCadd dwg file 2010 to 2016 format.

2. Three (3) hard copies of As-builts.

J. Affidavit of Discharge of State Tax Liability (Furnish an affidavit from the State Tax Department that all liabilities thereunder have been discharged by the Contractor and all subcontractors. (Delaware Division of Revenue)

K. Punch List Closeout Letter

L. Electrical Inspection Certificate

M. Bond Certification

END OF SECTION 01 77 00

SECTION 02 41 19 - SELECTIVE DEMOLITION

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. Field measurement of designated building elements prior to disassembly or removal, including:
   a. Establishing and recording original layout and work points so that reconstructed work will be dimensionally true to the original work.

2. Disassembly of designated materials or construction for:
   a. Salvage;
   b. Storage;
   c. Repair;
   d. Restoration;
   e. Access for the Work;
   f. Removal.

3. Demolition and removal of selected portions of building or structure.
4. Demolition and removal of selected site elements.
5. Salvage of existing items to be reused or recycled.
6. Removal and return to Owner of designated materials or construction.
7. Clearing of debris and droppings;

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 01 73 25 "Cutting and Patching" for cutting and patching procedures.

1.3 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.

1.4 PROTECTION OF PUBLIC

A. Do not proceed with disassembly and removal activities until all temporary protection is in place, including:

1. Engineered temporary protection;
2. Enclosures, tarpaulins, bridges, debris nets, etc.

1.5 PROTECTION OF HISTORIC SURFACES

A. Protect historic building surfaces through, or over, which equipment and materials are handled, including:

1. Wall, ceiling and floor surfaces of all types;
2. Jambs, thresholds and soffits;
3. Stairs and railings;

1.6 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.

1.7 PREINSTALLATION MEETINGS

A. Pre-demolition 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.

1.8 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, and for dust control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.

D. Pre-demolition Photographs: Submit before Work begins photographs showing existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by selective demolition operations.

E. Mock-up: Within 28 days of award of contract, and prior to concrete plank removal submit:

1. Mock-up of concrete plank removal demonstrating materials and methods to be used for disassembly;
2. Obtain approval of Architect prior to proceeding with disassembly.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

G. Certification: Within 3 days of disposal, submit certification, evidence, or receipts clearly establishing that materials were properly and legally conveyed to, and deposited at, a legal disposal site.

H. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.9 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.10 QUALITY ASSURANCE

A. Comply with requirements of governmental agencies having jurisdiction over this Work, including disposal operations.

B. Exercise all safety precautions and actions necessary to prevent fire or collapse resulting from this Work.

C. Exercise all precautions necessary to protect the historic structure and the site surface from this Work.

D. Dismantling and Removal Firm Qualifications: An experienced firm that has specialized in dismantling and removal work similar in material and extent to that indicated for this Project.

E. Regulatory Requirements:

1. Comply with governing notification regulations before beginning demolition.
2. Comply with regulations of state and local authorities having jurisdiction for hauling and disposal.
3. Comply with provisions of the local authorities relating to noise.

F. Standards: Comply with ANSI A10.6 and NFPA 241.

G. Pre-demolition Conference: Conduct conference at site.

H. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.11 PRODUCT HANDLING

A. Tag and number each disassembled item with the following information on the identification tag with indelible ink:

1. Property of State of Delaware Facilities Management - DO NOT REMOVE;
2. "Legislative Hall, Dover, DE";
3. Name of item, e.g. trim, louver, lightning protection element, railing, etc.;
4. Location, e.g. Roof Area X, Chimney # X
5. Date disassembled and initials of person performing Work.

B. Maintain a log of all disassembled materials, including:

1. Item number;
2. Name of item;
3. Date of disassembly;
4. Original location of item;
5. Storage location;
6. Date of re-assembly or turnover to Owner.

C. Place small items in plastic bags, secured to parent item.

D. Store large/small items on site in storage trailer or where directed by Owner.

1.12 FIELD CONDITIONS

A. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

B. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.

C. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

D. Storage or sale of removed items or materials on-site is not permitted.

E. 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.

1.13 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. E

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.

1.14 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.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

2.2 TEMPORARY CLOSURES

A. Provide temporary closures for openings resulting from the Work:

1. Required as windows and doors are removed for repair/replacement;
2. Construct of exterior grade plywood, painted on the exterior face, of suitable thickness for the opening size;
3. Reinforce on the interior face with wood framing;
4. Secure in the building opening without damage to the historic fabric.

2.3 TAGS AND BAGS FOR STORAGE

A. Identification tags: 6-1/4" x 3-1/8" tags, Tyvek material, metal reinforcing ring, steel wire tie, McMaster-Carr Catalog #15765T25 or equal.

B. Parts Bags: 4 mil thick, 12" x 15" zip press polyethylene bags with metal reinforcing grommet and steel wire tie.

2.4 OTHER MATERIALS

A. Provide other materials not specifically described but required for a complete and proper disassembly and storage of items identified for disassembly and salvage or reinstallation.

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. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 CONFIRMATION OF CONDITIONS PRIOR TO DISASSEMBLY

A. With careful study of the Contract Documents and the site:

1. Confirm limits of removals and disassembly with Architect.

    a. Items designated disassemble on the drawings;
    b. Items designated remove on the drawings;
    c. Items designated by the Architect;

2. Mark interfaces to enable workmen to identify:

    a. materials to be disassembled and the limits of disassembly;
    b. materials to be removed and the limits of removal;

B. Confirm the limits and materials of disassembly and removal with Architect.

1. Secure Owner and Architect approval.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.3 SURVEY OF EXISTING CONDITIONS:

A. Record existing conditions by use of measured drawings, preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
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.

3.4 PREPARATION

A. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Temporary Shoring: 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.

C. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.5 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off utilities with utility companies.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    d. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    e. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

3.6 FIELD MEASUREMENTS

A. Prior to selective demolition, carefully field measure and record building elements and assemblies to:

1. Establish work points from layout of reconstructed elements;
2. Assure that reconstructed work matches original work.

B. Field measurements:

1. Take and record all measurements of elevations/assemblies to the nearest 1/4";
2. Take and record all measurements of individual building elements, such as cornice, trim, decorative plaster, etc. to the nearest 1/8";
3. Measure and record dimensions necessary to establish work points and layout of the reconstructed work.
4. Represent field measurements in feet and inches, not just inches;
5. Record cumulative measurements by noting the point of beginning with a zero, and place each dimension near the vertical dimension line and tick mark;
6. Record non-cumulative measurements by recording the measurement notation centered on the dimension line.

C. Original work:

1. Identify original work in original, undeteriorated state or position.
2. Do not measure displaced, deflected or deteriorated construction.

D. Produce drawings representing field measurements:

1. Record measurements on base line construction drawings;
2. Record information clearly and completely, with individual notes neat, legible and reproducible;
3. On each sheet, note recorder's name, measurer's name, and date;
4. If an area on a drawing is too complex to be measured clearly on the drawing provided, sketch or photocopy that area at a larger scale and cross-reference the pages.

E. Secure Architect approval of field measurement drawings prior to proceeding with selective demolition.

3.7 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.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Construction 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.

3.8 SELECTIVE DEMOLITION, GENERAL

A. Do not proceed with disassembly and removal activities until:

1. All field measurements are complete and approved by Architect;
2. All photographic documentation is complete and approved by Architect.

B. Do not proceed with disassembly and removal activities until all temporary protection is in place, including enclosures, tarpaulins, bridges, debris nets, etc.

C. Carefully identify, disassemble, tag and store those features designated “disassemble”:

1. As necessary to accomplish repairs or replacements;
2. Noting exact locations and arrangements to permit exact matching and reinstallation;

3. With a minimum of cuts or joints.

D. Carefully identify, demolish and remove those features:

1. Designated “remove.”

E. 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. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. 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.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. 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.
5. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 74 19 "Construction Waste Management."

F. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

G. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Section 02 42 96 "Historic Removal and Dismantling."

1. Perform disassembly, demolitions, and removals of all types in a controlled manner without:

a. Damage to the historic structure or features;
b. Damage to the materials or construction to remain;
c. Injury or alteration to “disassembled” material or component;
d. Leaving surfaces ready to receive new or reassembled work.

H. 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.

I. 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.
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.

J. 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.

K. Electrical conduits and wiring:

1. De-energize electrical circuits serving the fixtures;
2. Remove wiring from fixture to nearest circuit splice;
3. Remove buried and exposed conduits to point of wiring left in place.

L. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

M. Each day:

1. Remove demolished materials completely from the Site;
2. Dispose of such materials in a legal manner.

3.9 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete decking: Coordinate with asbestos remediation scope of work. Refer to asbestos remediation specifications and drawings.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing clay tile roofing, flashings, copings, and roof accessories.
3. Remove existing sheet metal roofing, flashing, copings, and roof accessories.

4. Remove existing roofing system down to substrate.

3.10 ARCHITECT/ENGINEER OBSERVATION

A. Schedule observation by Architect/Engineer in a timely fashion:

1. As noted in the Contract Documents;
2. As requested by Architect.

B. Do not proceed until Architect/Engineer observation has been completed. If needed, insert requirements for other materials, products, equipment, and services.

3.11 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 01 74 19 "Construction Waste Management."

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 01 74 19 "Construction Waste Management."

B. Burning: Do not burn demolished materials.

3.12 REPLACEMENTS

A. Promptly repair or replace, to the approval of Architect and at no additional cost to Owner, any items:

1. Demolished where not scheduled to be demolished;
2. Disassembled, where not scheduled to be disassembled;
3. Damaged by the above activities.

3.13 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.

END OF SECTION 02 41 19

SECTION 04 01 10 - MASONRY CLEANING

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 cleaning the following:

1. General cleaning of brick masonry surfaces.

1.3 DEFINITIONS

A. Very Low-Pressure Spray: Under 100 psi

B. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to cleaning masonry including, but not limited to, the following:

a. Verify masonry-cleaning equipment and facilities needed to make progress and avoid delays.
b. Materials, material application, and sequencing.
c. Cleaning program.
d. Coordination with building occupants.

1.5 SEQUENCING AND SCHEDULING

A. Work Sequence: Perform masonry-cleaning work in the following sequence:

1. Remove plant growth.
2. Inspect for open mortar joints. Where repairs are required, delay further cleaning work until after repairs are completed, cured, and dried to prevent the intrusion of water and other cleaning materials into the wall.
3. Clean masonry surfaces.
4. Where water repellents are to be used on or near masonry, delay application of these chemicals until after cleaning.

B. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units according to masonry repair Sections. Patch holes in mortar joints according to masonry repointing Sections.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include material descriptions and application instructions.
2. Include test data substantiating that products comply with requirements.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For paint-remover manufacturer and chemical-cleaner manufacturer.

B. Preconstruction Test Reports: For cleaning materials and methods.

C. Cleaning program.

1.8 QUALITY ASSURANCE

A. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used; protection of surrounding materials; and control of runoff during operations. Include provisions for supervising worker performance and preventing damage.

1. If materials and methods other than those indicated are proposed for any phase of cleaning work, add a written description of such materials and methods, including evidence of successful use on comparable projects and demonstrations to show their effectiveness for this project.

B. Mockups: Prepare mockups of cleaning on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Cleaning: Clean an area approximately 25 sq. ft. for each type of masonry and surface condition.
    a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not test cleaners and methods known to have deleterious effect.
    b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.9 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage one or more chemical-cleaner manufacturers to perform preconstruction testing on masonry surfaces.

1. Use test areas as indicated and representative of proposed materials and existing construction.
2. Propose changes to materials and methods to suit Project.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry-cleaning work to be performed according to product manufacturers' written instructions and specified requirements.

B. Clean masonry surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least seven days after completion of cleaning.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

A. Water: Potable.

B. Hot Water: Water heated to a temperature of 140 to 160 deg F.

C. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.

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 Building Restoration Products, Inc.
b. Cathedral Stone Products, Inc.
c. Diedrich Technologies, Inc.; a Hohmann & Barnard company.
d. Dumond Chemicals, Inc.
e. Hydroclean; Hydrochemical Techniques, Inc.
f. Price Research, Ltd.
g. PROSOCO, Inc.

2.2 ACCESSORY MATERIALS

A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, glazed masonry, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.

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 Building Restoration Products, Inc.
    b. Price Research, Ltd.
    c. PROSOCO, Inc.

2.3 CHEMICAL CLEANING SOLUTIONS

A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended in writing by chemical-cleaner manufacturer.

PART 3 - EXECUTION

3.1 PROTECTION

A. Comply with each manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent paint removers and chemical cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

1. Cover adjacent surfaces with materials that are proven to resist paint removers and chemical cleaners used unless products being used will not damage adjacent surfaces. Use protective materials that are waterproof and UV resistant. Apply masking agents according to manufacturer's written instructions. Do not apply liquid strippable masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
2. Do not apply chemical solutions during winds of enough force to spread them to unprotected surfaces.
3. Neutralize alkaline and acid wastes before disposal.
4. Dispose of runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

B. Remove lightning protection and louvers and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall when masonry cleaning is complete.

1. Provide temporary rain drainage during work to direct water away from building.

3.2 CLEANING MASONRY, GENERAL

A. Cleaning Appearance Standard: Cleaned surfaces are to have a uniform appearance as viewed from 20 feet away by Architect.

B. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.

C. Use only those cleaning methods indicated for each masonry material and location.

1. Brushes: Do not use wire brushes or brushes that are not resistant to chemical cleaner being used.
2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage surfaces, including joints.

    a. Equip units with pressure gages.
    b. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with nozzle having a cone-shaped spray.
    c. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
    d. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.

D. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces. Keep wall wet below area being cleaned to prevent streaking from runoff.

E. Perform additional general cleaning, paint and stain removal, and spot cleaning of small areas that are noticeably different when viewed according to the "Cleaning Appearance Standard" Paragraph, so that cleaned surfaces blend smoothly into surrounding areas.

F. Water Application Methods:

1. Water-Soak Application: Soak masonry surfaces by applying water continuously and uniformly to limited area for time indicated. Apply water at low pressures and low volumes in multiple fine sprays using perforated hoses or multiple spray nozzles. Erect a protective enclosure constructed of polyethylene sheeting to cover area being sprayed.
2. Water-Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches from masonry surface and apply water in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.

G. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces according to chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.

H. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.

1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.

I. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

3.3 PRELIMINARY CLEANING

A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing remaining growth to dry as long as possible before removal. Remove loose soil and plant debris from open joints to whatever depth they occur.

3.4 CLEANING MASONRY

A. Cold-Water Soak:

1. Apply cold water by intermittent spraying to keep surface moist.
2. Use perforated hoses or other means that apply a fine water mist to entire surface being cleaned.
3. Apply water in cycles of five minutes on and 20 minutes off.
4. Continue spraying until surface encrustation has softened enough to permit its removal by water wash, as indicated by cleaning tests.
5. Remove soil and softened surface encrustation from surface with cold water applied by low-pressure spray.

B. Cold-Water Wash: Use cold water applied by low-pressure spray.

C. Hot-Water Wash: Use hot water applied by low-pressure spray.

D. Nonacidic Liquid Chemical Cleaning:

1. Wet surface with cold water applied by low-pressure spray.
2. Apply cleaner to surface by brush or low-pressure spray.
3. Let cleaner remain on surface for period established by mockup.
4. Rinse with cold water applied by low pressure spray to remove chemicals and soil.
5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage paint-remover manufacturer's and chemical-cleaner manufacturer's factory-authorized service representatives for consultation and Project-site inspection, to perform preconstruction product testing, and provide on-site assistance when requested by Architect. Have paint-remover manufacturer's and chemical-cleaner manufacturer's factory-authorized service representatives visit Project site not less than twice after mock-ups are approved to observe progress and quality of the work.

3.6 FINAL CLEANING

A. Clean adjacent nonmasonry surfaces of spillage and debris. Use detergent and soft brushes or cloths.

B. Remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.

C. Remove masking materials, leaving no residues that could trap dirt.

END OF SECTION 04 01 10

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SECTION 04 01 20.63 - BRICK MASONRY REPAIR

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. Repairing brick masonry.
2. Repointing brickwork
3. Work required for repairs to metal louvers.
4. Work required for new metal flashing installation, furnished under Division 07.

B. Related Requirements:

1. Section 01 35 16 "Alteration Project Procedures" for general remodeling, renovation, repair, and maintenance requirements.
2. Section 07 62 00 “Sheet Metal Flashing and Trim” for sheet metal flashing and for furnishing manufactured reglets installed in masonry

1.3 UNIT PRICES

A. Work of this Section is affected by unit prices specified in Section 01 22 00 "Unit Prices."

1. Unit prices apply to authorized work covered by estimated quantities.
2. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.4 DEFINITIONS

A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

B. Medium-Pressure Spray: 400 to 800 psi (2750 to 5510 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

C. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.

D. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of bricks to freezing and thawing.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site

1. Review methods and procedures related to brick masonry repair including, but not limited to, the following:

a. Verify brick masonry repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
b. Materials, material application, sequencing, tolerances, and required clearances.
c. Quality-control program.

1.6 SEQUENCING AND SCHEDULING

A. Order sand and gray portland cement for colored mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.

B. Work Sequence: Perform brick masonry repair work in the following sequence, which includes work specified in this and other Sections:

1. Remove plant growth.
2. Inspect masonry for open mortar joints and point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
3. Remove paint.
4. Clean masonry.
5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
6. Repair masonry, including replacing existing masonry with new masonry materials.
7. Rake out mortar from joints to be repointed.
8. Point mortar and sealant joints.
9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
10. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.

C. As scaffolding is removed, patch anchor holes used to attach scaffolding.

1.7 ACTION SUBMITTALS

A. Existing Condition Drawings: Provide drawings documenting all exposed masonry indicated to be removed and document an additional 24 inches of exposed masonry in all directions beyond the scope indicated. Coordinate drawing with preconstruction photographs and key photographs to Existing Condition Drawings.

B. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Include recommendations for product application and use.

3. Include test data substantiating that products comply with requirements.

C. Shop Drawings:

1. Include plans, elevations, sections, and locations of replacement bricks on the structure, showing relation of existing and new or relocated units.
2. Show provisions for expansion joints or other sealant joints.
3. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.
4. Replacement and repair anchors. Include details of anchors within individual masonry units, with locations of anchors and dimensions of holes and recesses in units required for anchors.
5. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.

D. Samples for Initial Selection: For the following:

1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches long by ½ inch wide, set in aluminum or plastic channels.

   a. Have each set contain a close color range of at least six Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
   b. Submit with precise measurements of ingredients, proportions, gradations, and source of colored sands from which each Sample was made.

2. Sand Types Used for Mortar: Minimum 8 oz. of each in plastic screw-top jars.
3. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of masonry representative of the range of masonry colors on the building.

   a. Have each set contain a close color range of at least six Samples of different mixes of patching compound that matches the variations in existing masonry when cured and dry.

4. Include similar Samples of accessories involving color selection.

E. Samples for Verification: For the following:

1. Each type of patching compound in the form of briquettes, at least 3 inches long by 1-1/2 inches wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
2. Accessories: Each type of accessory and miscellaneous support.

1.8 INFORMATIONAL SUBMITTALS

A. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.

1. Submittal is for information only. Neither receipt of list nor approval of mockup constitutes approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Architect and approved in writing.

B. Restoration Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of restoration work including protection of surrounding materials and Project site. Coordinate "Qualification Data" Paragraph below with qualification requirements in Section 01 40 00 "Quality Requirements" and as may be supplemented in "Quality Assurance" Article.

C. Qualification Data: For brick masonry repair specialist.

D. Preconstruction Test Reports: For existing bricks and mortar and replacement bricks.

1.9 QUALITY ASSURANCE

A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.

1. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that masonry restoration work is in progress. Supervisors shall speak read and understand English fluently and must be fluent in all languages spoken by all Restoration Workers.
2. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing.
3. Brick Masonry Repair Worker Qualifications: assign at least one worker per crew who is trained and certified by manufacturer of specified product when certification is required.

B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage due to worker fatigue.

C. Mockups: Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.

1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:

   a. Repointing: At least 18" of mortar joint length and two brick course.

2. Approval of sample panels is for color, texture, and blending of masonry repointing; relationship of mortar and sealant colors to masonry unit colors; tooling of joints;

aesthetic qualities of workmanship; and other material and construction qualities specifically approved by Architect in writing.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.10 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on brick masonry as follows:

1. Provide test specimens as indicated and representative of proposed materials and existing construction.
2. Existing Mortar: Test according to ASTM C1324, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
3. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Deliver bricks to Project site strapped together in suitable packs or pallets or in heavy-duty cartons and protected against impact and chipping.

B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.

E. Store sand where grading and other required characteristics can be maintained, and contamination avoided.

F. Handle bricks to prevent overstressing, chipping, defacement, and other damage.

1.12 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit brick masonry repair work to be performed according to product manufacturers' written instructions and specified requirements.

B. Temperature Limits: Repair brick masonry only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.

C. Cold-Weather Requirements: Comply with the following procedures for masonry repair unless otherwise indicated:

1. When air temperature is below 40 deg F, heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F.
2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after repair.

D. Hot-Weather Requirements: Protect masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.

E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Source Limitations: Obtain each type of material for repairing brick masonry (brick, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MORTAR MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I white or gray, or both where required for color matching of mortar.

1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.

B. Hydrated Lime: ASTM C207, Type S.

C. Masonry Cement: ASTM C91/C91M.

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. Cemex S.A.B. de C.V.
b. Essroc.
c. Hanson Brick and Tile;Lehigh Hanson.
d. Holcim (US) Inc.

e. Lafarge North America Inc.
f. QUIKRETE.

D. Mortar Cement: ASTM C1329/C1329M.

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. Lafarge North America Inc.

E. Mortar Sand: ASTM C144 unless otherwise indicated.

1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.

F. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.

1. Natural and synthetic iron oxides, alkali stable, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
2. 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. Davis Colors.
b. LANXESS Corporation.
c. Solomon Colors, Inc.

G. Water: Potable.

2.3 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials, pigment and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-Binder (cement plus lime) ratio of 1:10 by weight.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mortar Proportions:

1. Mortar exposed to view: As determined by pre-construction mortar analysis
2. Mortar for masonry backup not exposed to view: ASTM C 270, Type N, property specification.

2.4 MASONRY CRACK STITCHING REPAIR

A. Products: Crack stitching repair system:

1. HeliBar, helical stainless steel reinforcement.
2. HeliBond, injectable cementitious grout.
3. HeliPrimer, water-based primer for porous substrates.
4. CrackBond, epoxy resin for filling cracks.
5. By Helifix, or equal approved by A/E.

2.5 ACCESSORY MATERIALS

A. Sealant: Single-Component Nonsag Urethane Sealant

1. Products:

a. Sika Corporation, Inc.; Sikaflex - 15LM.
b. Tremco; Vulkem 921.
c. Tremco; Vulkem 931.

2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 50 100/50.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) O (open-cell material) B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturers for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of bricks, less the required depth of pointing materials unless removed before pointing.

D. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

E. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:

1. Previous effectiveness in performing the work involved.
2. Minimal possibility of damaging exposed surfaces.
3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could leave residue on surfaces.

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.

B. Prevent mortar from staining face of surrounding masonry and other surfaces.

1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

3.2 MASONRY REPAIR, GENERAL

A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 20 feet away by Architect.

3.3 ABANDONED ANCHOR REMOVAL

A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain.

1. Remove items carefully to avoid spalling or cracking masonry.
2. Notify Architect before proceeding if an item cannot be removed without damaging surrounding masonry. Do the following where directed:

a. Cut or grind off item approximately 3/4 inch beneath surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.

3. Patch hole where each item was removed unless directed to remove and replace bricks.

3.4 CRACK STITCHING REPAIR

A. Using appropriate cutting tool with vacuum attachment, cut slots in vertical joints to specified depth at required vertical spacing.

1. Ensure as much mortar as possible is removed from exposed brick to provide good masonry/grout bond.
2. Clean dusts and loose mortar from slots and thoroughly flush with water. Where substrate is porous or flushing is not appropriate use water-based primer.
3. Ensure slot is damped/primed prior to injecting the grout.

B. Mix cementitious grout thoroughly per manufacturers instruction and inject bead of grout 10-15mm deep into back of slot.

C. Push Helibar into grout to obtain good coverage.

D. Inject second bead of grout over exposed Helibar and iron into slot. Inject additional grout as needed:

1. Leave 10-15mm depth for new pointing.

E. Point remaining joint depth

1. Make good crack using appropriate Helifix bonding agent or filler as needed depending on crack width.

F. Comply with manufacturer's recommendations and environmental conditions limitations

1. Helibar to extend minimum 20" either side of crack or beyond outer cracks if bar spans 2 or more cracks.
2. Where crack is less than 20" from corner or opening, extend helibar min. 4" around corner/into jamb reveal.

3.5 REPOINTING BRICKWORK

A. Rake out and repoint joints to the following extent:

1. Joints where mortar is missing or where they contain holes.
2. Cracked joints where cracks can be penetrated at least 1/4 inch by a knife blade 0.027 inch thick.
3. Cracked joints where cracks are 1/16 inch or more in width and of any depth.
4. Joints where they sound hollow when tapped by metal object.
5. Joints where they are worn back 1/4 inch or more from surface.
6. Joints where they are deteriorated to point that mortar can be easily removed by hand, without tools.
7. Joints where they have been filled with substances other than mortar.

B. Do not rake out and repoint joints where not required.

C. Rake out joints as follows, according to procedures demonstrated in approved mockup:

1. Remove mortar from joints to a minimum depth of 2-1/2 times joint width, or not less than that required to expose sound, un-weathered mortar, whichever is greater.

    a. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet
    b. Do not use grinders on head joints.

2. Remove mortar from brick surfaces within raked-out joints to provide reveals with square backs and to expose brick for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of brick units or widen joints. Replace or patch damaged bricks as directed by Architect.

D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose bricks, rotted wood, rusted metal, and other deteriorated items.

E. Pointing with Mortar:

1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
3. After deeper areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer.

    a. Where existing brick has worn or rounded edges, slightly recess finished mortar surface below face of brick to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed brick surfaces or to featheredge the mortar.

4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours.

    a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.

6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

3.6 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.

1. Do not use metal scrapers or brushes.
2. Do not use acidic or alkaline cleaners.

B. Clean adjacent nonmasonry surfaces. Use detergent and soft brushes or cloths.

C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.

D. Remove masking materials, leaving no residues that could trap dirt.

3.7 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.

B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.

C. Notify inspectors and Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors and Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

3.8 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property.

B. Masonry Waste: Remove masonry waste and legally dispose of off Owner's property.

1. Never allow rubbish to fall freely from any level of the project. Use chutes or other approved waste-removal devices.

3.9 DAILY CLEANING

A. Conduct cleaning at the end of each workday:

1. Keep walking and working surfaces clean.
2. Keep stairways, passageways, and gangways free of materials, supplies, and obstructions.
3. Pick up and place all debris or trash in its proper container.
4. Hammer in, bend, or remove any protruding nails.

5. Remove any items that aren't being used from the work area and store them in their proper place.

END OF SECTION 04 01 20.63

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SECTION 051200 - STRUCTURAL STEEL 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. Structural steel.

B. Related Requirements:

1. Section 053100 "Steel Decking" for field installation deck.

1.3 DEFINITIONS

A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.4 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 anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
2. Include embedment Drawings.
3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.

C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint whether prequalified or qualified by testing, including the following:

1. Power source (constant current or constant voltage).
2. Electrode manufacturer and trade name, for demand critical welds.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, fabricator, shop-painting applicators, professional engineer, testing agency.

B. Welding certificates.

C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

D. Mill test reports for structural steel, including chemical and physical properties.

E. Product Test Reports: For the following:

1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
2. Shop primers.

F. Survey of existing conditions.

G. Source quality-control reports.

H. Field quality-control and special inspection reports.

1.8 QUALITY ASSURANCE

A. Fabricator Qualifications: Engage a firm experienced in fabricating structural steel similar to that indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to fabricate structural steel without delaying the work.

B. Installer Qualifications: Engage an experience installer who has completed structural steel work similar in material, design, and extent to that indicated for this project and with a record of successful in-service performance.

C. Shop-Painting Applicators: Qualified according to AISC's Sophisticated Paint Endorsement P1 and Endorsement P2 or to SSPC-QP 3, "Standard Procedure for Evaluating Qualifications of Shop Painting Applicators."

D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8/D1.8M. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.

E. Comply with applicable provisions of the following specifications and documents:

1. AISC 303.
2. AISC 341 and AISC 341s1.
3. AISC 360.
4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.9 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.

1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.

1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
2. Clean and relubricate bolts and nuts that become dry or rusty before use.
3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F1852 fasteners and for retesting fasteners after lubrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand loads indicated and comply with other information and restrictions indicated.

1. Select and complete connections using schematic details indicated and AISC 360.

2.2 STRUCTURAL-STEEL MATERIALS

A. W-Shapes: ASTM A 992/A 992M, Grade 50 (345).

B. Channels, Angles, ASTM A 36/A 36M, Grade 50 (345).

C. Plate and Bar: ASTM A 36/A 36M and ASTM A 572/A 572M, Grade 50 (345).

D. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS, CONNECTORS, AND ANCHORS

A. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, (ASTM A 563M, Class 8S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers; all with plain finish.

1. Direct-Tension Indicators: ASTM F 959, Type 325 (ASTM F 959M, Type 8.8), compressible-washer type with plain finish.

2.4 PRIMER

A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.

B. Galvanizing Repair Paint: MPI#18, MPI#19, or SSPC-Paint 20 & ASTM A 780/A 780M.

2.5 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.

1. Camber structural-steel members where indicated.
2. Fabricate beams with rolling camber up.
3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
4. Mark and match-mark materials for field assembly.
5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.

B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.

1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.

C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.

D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 1, "Solvent Cleaning."

2.6 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened, Pretensioned, or Slip critical.

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.7 SHOP PRIMING

A. Shop prime steel surfaces except the following:

1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
2. Surfaces to be field welded.
3. Surfaces of high-strength bolted, slip-critical connections.
4. Galvanized surfaces.

B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:

1. SSPC-SP 2, "Hand Tool Cleaning."
2. SSPC-SP 3, "Power Tool Cleaning."

C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

D. Painting: Prepare steel and apply a one-coat, nonasphaltic primer complying with SSPC-PS Guide 7.00, "Painting System Guide 7.00: Guide for Selecting One-Coat Shop Painting Systems," to provide a dry film thickness of not less than 1.5 mils (0.038 mm).

2.8 SOURCE QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.

1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.

B. Bolted Connections: Inspect and test shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

C. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

1. Liquid Penetrant Inspection: ASTM E 165.
2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
3. Ultrasonic Inspection: ASTM E 164.
4. Radiographic Inspection: ASTM E 94.

D. In addition to visual inspection, test and inspect shop-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:

1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

E. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.

B. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

C. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.
2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.

D. Splice members only where indicated.

E. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.

F. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened.

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.

3.5 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Verify structural-steel materials and inspect steel frame joint details.
2. Verify weld materials and inspect welds.
3. Verify connection materials and inspect high-strength bolted connections.

B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

C. Bolted Connections: Inspect and test bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

D. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.

1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

a. Liquid Penetrant Inspection: ASTM E 165.
b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
c. Ultrasonic Inspection: ASTM E 164.
d. Radiographic Inspection: ASTM E 94.

3.6 REPAIRS AND PROTECTION

A. Touchup Painting: Cleaning and touchup painting are specified in Section 099123 "Interior Painting."

END OF SECTION 051200

SECTION 05 31 00 - STEEL DECK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Replacement Roof deck.

B. Related Sections include the following:

1. Section 02 41 19 “Selective Demolition.”
2. Division 07 Roofing Replacement Spec Section

1.3 SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.

B. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special joisting, accessories, and attachments to other construction.

C. Product Certificates: For each type of steel deck, signed by product manufacturer.

D. Welding certificates.

E. Field quality-control test and inspection reports.

F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that each of the following complies with requirements:

1. Power-actuated mechanical fasteners.

G. Research/Evaluation Reports: For steel deck.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated.

B. Welding: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."

C. Fire-Test-Response Characteristics: Where indicated, provide steel deck units identical to those tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.

1. Fire-Resistance Ratings: Indicated by design designations of applicable testing and inspecting agency.
2. Steel deck units shall be identified with appropriate markings of applicable testing and inspecting agency.

D. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

E. FMG Listing: Provide steel roof deck evaluated by FMG and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.

B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

1. Protect and ventilate acoustical cellular roof deck with factory-installed insulation to maintain insulation free of moisture.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Steel Deck:

a. ASC Profiles, Inc.
b. Canam Steel Corp.;The Canam Manac Group.
c. Consolidated Systems, Inc.
d. DACS, Inc.
e. D-Mac Industries Inc.
f. Epic Metals Corporation.
g. Marlyn Steel Decks, Inc.

h. New Millennium Building Systems, LLC.
i. Nucor Corp.; Vulcraft Division.
j. Roof Deck, Inc.
k. United Steel Deck, Inc.
l. Valley Joist; Division of EBSCO Industries, Inc.
m. Verco Manufacturing Co.
n. Wheeling Corrugating Company; Div. of Wheeling-Pittsburgh Steel Corporation.

2.2 ROOF DECK

A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 30, and with the following:

1. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33 zinc coating.
2. Deck Profile: As indicated.
3. Profile Depth: As indicated.
4. Design Uncoated-Steel Thickness: As indicated.
5. Span Condition: Triple span or more.
6. Side Laps: Overlapped.

2.3 ACCESSORIES

A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.

B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners or self-drilling, self-threading screws.

C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 (4.8-mm) minimum diameter.

D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.

E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), not less than 0.0359-inch (0.91-mm) design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.

F. Weld Washers: Uncoated steel sheet, shaped to fit deck rib, 0.0598 inch (1.52 mm) thick, with factory-punched hole of 3/8-inch (9.5-mm) minimum diameter.

G. Flat Sump Plate: Single-piece steel sheet, 0.0747 inch (1.90 mm) thick, of same material and finish as deck. For drains, cut holes in the field.

H. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.

I. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLATION, GENERAL

A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 30, manufacturer's written instructions, and requirements in this Section.

B. Install temporary shoring before placing deck panels, if required to meet deflection limitations.

C. Locate deck bundles to prevent overloading of supporting members.

D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.

E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.

F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.

H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.3 ROOF-DECK INSTALLATION

A. Fasten roof-deck panels to steel supporting members as indicated on the drawings.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Field welds will be subject to inspection.

C. Testing agency will report inspection results promptly and in writing to Contractor and Architect.

D. Remove and replace work that does not comply with specified requirements.

E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.5 REPAIRS AND PROTECTION

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on **both surfaces** of prime-painted deck immediately after installation, and apply repair paint.

1. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.
2. Wire brushing, cleaning, and repair painting of bottom deck surfaces are included in Division 09 Section.

C. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 31 00

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SECTION 05 52 00 - HANDRAILS AND RAILINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Non-penetrating railing system for roof edge fall protection.

B. Self-closing safety gate.

C. Accessories.

1.2 RELATED SECTIONS

A. Section 07 53 23 “Ethylene-Propylene-Diene-Monomer (EPDM) Roofing”

1.3 REFERENCES

A. Occupational Safety and Health Administration (OSHA):

1. 29 CFR 1910.23 - Fixed Ladders.
2. 29 CFR 1910.28 - Duty to have fall protection & falling object protection.
3. 29 CFR 1910.29 - Fall protection systems / criteria & practices.
4. 29 CFR 1926.500 - Scope, Application, and Definitions Applicable to this Subpart.
5. 29 CFR 1926.501 - Duty to Have Fall Protection.
6. 29 CFR 1926.502 - Fall Protection Systems Criteria and Practices.
7. 29 CFR 1926.503 - Training Requirements.
8. Warning Line Interpretations dated January 3, 2005, Part 1926 Subpart M

1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00 Submittal Procedures and Requirements

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Shop Drawings: Drawings showing plans, elevations, sections and details of components.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the job site in good condition and adequately protected against damage

as handrails are a finished product.

B. Inspect rail sections for damage before signing the receipt from the trucking company. Truck driver must note damaged goods on the bill of lading if damaged product is found.

C. Store products in manufacturer's unopened packaging until ready for installation.

1.6 PROJECT CONDITIONS

A. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication.

1.7 WARRANTY

A. Warranty: Provide manufacture's two (2) year warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design:

1. SafetyRail 2000, by Blue Water Manufacturing, 4064 Peavy Road, Chaska, MN, 55318; 866-933-2935
2. Or approved equal.

2.2 SYSTEMS

A. SafetyRail 2000 Roof Edge Protection: Provide non-penetrating guard rail system.

1. Approved Product: SafetyRail 2000.
2. Standards: System shall have top and mid rail in accordance with OSHA Standards - 29 CFR 1910.29 (b)(1)(2).
3. Structural Load: 200 lb (90.7 kg), minimum, in any direction to all components in accordance with OSHA Regulation 29 CFR 1926.502.
4. Height: 42 inches (1067 mm), minimum.
5. Railings: 1-5/8 inch (41 mm) O.D. hot rolled pickled electric weld tubing, free of sharp edges and snag points.
6. Mounting Bases: Class 30 gray iron material cast with four receiver posts. Provide rubber pads on bottom of bases.
7. Receiver Posts: Shall have a positive locking system into slots that allow rails to be mounted in any direction. Friction locking systems are not allowed. Receiver posts shall have drain holes.
8. Accessories:

a. Toe Board Brackets: Provide brackets and hardware as manufactured by BlueWater Mfg. Inc.
b. LP Outrigger: Supports placed under ducting or conduit to continue run of SafetyRail 2000 when rail section cannot be used.
c. Finishing Rail: D-shaped railing extension for ladder landings, length of rail section and D-loop as indicated on the Drawings.

9. Hardware: Securing pins shall be 1010 carbon steel, zinc plated and yellow chromate dipped. Pins shall consist of collared pin and lanyard that connects to lynch pin.
10. Length: As indicated on Drawings.
11. Or Approved Equal

B. Self-Closing Safety Gate: Fully assembled gate shall be capable of swinging in either direction by inverting installation position. Gate size shall be laterally adjusted from minus 1-1/4 inch (32 mm) to plus 2-1/2 inch (64 mm).

1. Approved Product: Self-Closing Safety Gate.
2. Standards: System shall have top and mid rail in accordance with OSHA Standards - 29 CFR 1910.29 (b)(1)(2).
3. Width: 30”.
4. Height:

    a. Top Rail: 42 inches (1067 mm), minimum.
    b. Bottom Rail: 21 inches (533 mm).

5. Hardware: Provide the following:

    a. Gate Hardware: U-Bolts.
    b. Universal Hinge Assembly: Fits railing types up to 2 inches (51 mm) O.D. or flat surface mounting.
    c. Self-Closing Springs: Two stainless steel torsion springs.

6. Material: Mild steel, hot-dip galvanized with powder-coated finish.
7. Or Approved Equal

2.3 FITTINGS

A. Pipe Fittings:

1. Approved Product: Kwik-Fit.
2. Type: Provide fittings required for a complete operational system that meets OSHA requirements.
3. Material, Structural Pipe Fittings: Malleable iron, in accordance with BS EN 1562.
4. Material, Fitting Types 26, 27 and 90: Weldable cast steel, in accordance with BS 3100.
5. Finish: Pipe fittings shall be galvanized in accordance with BS EN ISO 1461.
6. Fitting, Inside Diameter:

    a. 1.73 inch (44 mm).
    b. 1.97 inch (50mm).

7. Hardware: Stainless steel set screws, in accordance with BS 970 Grade 420. Each set screw shall support axial load of 900 kg when tightened to torque of 40Nm.
8. Or Approved Equal

2.4 ACCESSORIES

A. Safety/Caution Signage: Cushioned foam strip with self adhesive backing; UL- rated for indoor/outdoor use.

1. Approved Product: Safety Strip.
2. Thickness: 3/8 inch (9.5 mm).
3. Length: 36 inches (914 mm).
4. Width: 4 inches (102 mm).
5. Color: Safety yellow.
6. Or Approved Equal

B. Roof Pads: Provide the following pad under each base to protect roof membrane.

1. Approved Product: EPDM Roof Pad.

C. Rolling Storage Cart: Provide four-wheeled cart for storage and movement of SafetyRail 2000 components.

1. Approved Product: RTC-2000.
2. Capacity: 120 lineal feet (36.6 m) of various size railings (70 feet (21 m) usable); 12 individual rail sections.
3. Lockable Storage Box: For storage of toe board brackets and securing pins.
4. Lifting Rings: For hoisting to elevated areas.
5. Or Approved Equal

D. Base Mover: Provide two-wheeled steel cart to transport one base unit.

1. Approved Product: EZ Mover.
2. Or Approved Equal

2.5 FINISHES

A. Finish: Factory finished powder coat paint.

B. Color: Safety yellow.

2.6 FABRICATION

A. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 05 52 00

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SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with engineered wood products.
3. Rooftop equipment bases and support curbs.
4. Wood blocking, cants, and nailers.
5. Wood furring and grounds.
6. Wood sleepers.
7. Plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1.3 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:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Engineered wood products.
4. Shear panels.
5. Power-driven fasteners.
6. Post-installed anchors.
7. Metal framing anchors.

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: 15 percent for 2-inch nominal thickness or less; 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D2898. Use for exterior locations and where indicated.
2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201 at 92 percent relative humidity. Use where exterior type is not indicated.

C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent. Kiln-dry plywood after treatment to maximum moisture content of 15 percent.

D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

E. Application: Treat items indicated on Drawings, and the following:

1. Concealed blocking.
2. Framing for non-load-bearing exterior walls.
3. Roof construction.
4. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

A. Framing:

1. Application: Framing other than partitions not indicated as load bearing.
2. Species:

a. Hem-fir (north); NLGA.
b. Southern pine; SPIB.
c. Douglas fir-larch; WCLIB or WWPA.
d. Southern pine or mixed southern pine; SPIB.
e. Spruce-pine-fir; NLGA.
f. Douglas fir-south; WWPA.
g. Hem-fir; WCLIB or WWPA.
h. Douglas fir-larch (north); NLGA.
i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

B. Exposed Framing: Hand-select material for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.

1. Species and Grade: As indicated above for load-bearing construction of same type.

2.5 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. Rooftop equipment bases and support curbs.
4. Cants.
5. Furring.
6. Grounds.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

C. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
2. Eastern softwoods; No. 2 Common grade; NeLMA.
3. Northern species; No. 2 Common grade; NLGA.
4. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

2.6 PLYWOOD BACKING PANELS

A. APA rated sheathing, exposure, or exterior fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.7 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 of Type 304 stainless steel.

B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. 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.

2.8 METAL FRAMING ANCHORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cleveland Steel Specialty Co.
2. KC Metals Products, Inc.
3. Phoenix Metal Products, Inc.
4. Simpson Strong-Tie Co., Inc.
5. USP Structural Connectors.
6. Or Approved Equal.

B. Allowable design loads, as published by manufacturer, shall meet or exceed those of products of manufacturers listed. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.

C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 coating designation.

1. Use for interior locations unless otherwise indicated.

D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653/A653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.

1. Use for wood-preservative-treated lumber and where indicated.

2.9 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.

B. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.

C. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

D. Adhesives for Gluing Sleepers to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

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 nailers, blocking,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. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

F. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

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.

3.2 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.

B. 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

SECTION 06 40 13 - EXTERIOR ARCHITECTURAL WOODWORK

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. Existing wood trim repair
2. New exterior wood trim
3. Preservative treatments
4. Epoxy repairs.
5. Wood furring, blocking, shims, and hanging strips for installing exterior architectural woodwork items that are not concealed within other construction.

B. Related Requirements:

1. Section 06 10 00 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing exterior architectural woodwork that are concealed within other construction before exterior architectural woodwork installation.
2. Section 09 01 90.52 "Maintenance Repainting."

1.3 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections, to ensure that exterior architectural woodwork can be supported and installed as indicated.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Wood-Preservative Treatment:

a. Include data and warranty information from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

b. Indicate type of preservative used and net amount of preservative retained.
c. Include chemical-treatment manufacturer's written instructions for finishing treated material and manufacturer's written warranty.

2. Waterborne Treatments: For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
3. Epoxy repair system
4. Materials list of all other items to be provided under this Section, including manufacturer's specifications, product data, and recommended installation procedures.

B. Shop Drawings:

1. Include dimensioned plans, elevations, sections, and attachment details.
2. In sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades:
3. Identify cornice, brackets, etc, and other items in accordance with the system used on the Drawings;
4. Show overall dimensions, and call specific attention to all dimensions and conditions which vary from those on the Drawings;
5. Indicate compliance with the selected AWI standard.
6. Show large-scale details.
7. Show locations and sizes of furring, blocking, and hanging strips, including blocking and reinforcement concealed by construction and specified in other Sections.

C. Samples: For each exposed product and for each color and finish specified.

1. Samples of the stock for each wood species to be used in lumber form, showing the full range of color and grain.
2. Size:

a. Panel Products: 12 inches by 12 inches.
b. Lumber Products: Not less than 5 inches wide by 24 inches long, for each species and cut, finished on one side and one edge.

D. Samples for Initial Selection: For each type of exposed finish.

1. Size:

a. Panel Products: 12 inches by 12 inches.
b. Lumber Products: Not less than 5 inches wide by 24 inches long, for each species and cut, finished on one side and one edge.

E. Samples for Verification: For the following:

1. Lumber for Exterior Wood-Stain Finish: Not less than 5 inches wide by 12 inches long, for each species, with one-half of exposed surface finished.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For architectural woodwork manufacturer and Installer.

B. Evaluation Reports: For preservative-treated wood materials, from ICC-ES.

C. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.8 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.

B. Conduct pre-installation conference at Project site to review methods and procedures related to scope of work. Clearly identify with A/E scope and limits of this work.

C. Standards: Comply with the "Quality Standards" of the Architectural Woodwork Institute. Any reference to Premium, Custom or Economy in this Section is as defined in the latest edition of the AWI "Quality Standards." Any item not given a specific quality grade shall be Custom grade as defined in the latest edition of the AWI "Quality Standards."

D. Competence: The approved woodwork manufacturer must have a reputation for doing satisfactory work on time and shall have successfully completed comparable work.

E. Perform wood epoxy restoration only when ambient weather conditions are within the recommended limits of the epoxy manufacturer for temperature, relative humidity, and moisture content of wood.

F. Preservative treatment: Take all necessary actions and precautions to assure safety of:

1. The public and workers;
2. Adjacent materials;
3. The environment;
4. Especially with respect to preservatives and solvents.

G. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockups of typical exterior architectural woodwork as shown on Drawings.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Comply with Architectural Woodwork Standards, Section 2.

B. Store woodwork in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

C. Protection:

1. Store replacement and salvaged wood on shoring, elevated at least 1 foot above the ground;
2. Place a vapor barrier on the bare soil;
3. Cover the wood with a breathable waterproof covering until installed.

D. Protect the work of this Section from damage during fabrication, installation, and the time between completion of installation and acceptance of the total Work.

E. Do not deliver architectural woodwork assemblies to the job site until adjacent work is completed.

F. Coordinate Architectural Woodwork deliveries with the work of the other trades to assure timely completion and minimum potential damage.

G. Handle and store fire-retardant-treated wood to comply with chemical-treatment manufacturer's written instructions.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation of exterior architectural woodwork only when existing and forecasted weather conditions permit work to be performed and at least one coat of specified finish to be applied without exposure to rain, snow, or dampness.

B. Field Measurements: Where exterior architectural woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being concealed by construction, and indicate measurements on Shop Drawings.

C. Established Dimensions: Where exterior architectural woodwork is indicated to fit to other construction, establish dimensions for areas where woodwork is to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL WOODWORK, GENERAL

A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of exterior architectural woodwork indicated for construction, finishes, installation, and other requirements.

1. Provide labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.
2. The Contract Documents may contain requirements that are more stringent than the Architectural Woodwork Standards. Comply with Contract Documents and the Architectural Woodwork Standards.

2.2 FINISHED WOOD

A. Provide replacement wood from board stock.

B. Work board stock for trim repair to match original existing material in:

1. Dimension;
2. Shape;
3. Profile;
4. Surface finish (before weathering).

C. Stock for trim, exterior:

1. Species: All-heart redwood, Western red cedar, or any closed-grain hardwood
2. Grade: Clear of knots, close grained;
3. Strength: Not applicable;
4. Surface finish: Planed smooth;
5. Moisture content: Kiln dried;
6. Size: Match existing.

2.3 WOOD MATERIALS

A. Hardboard: ANSI A135.4.

B. Softwood Plywood: DOC PS 1, exterior, medium-density overlay.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.

B. Use fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329/F2329M where in contact with wood other than cedar.

1. For cedar use stainless-steel fasteners.
2. For pressure-preservative-treated wood, use stainless-steel fasteners.

C. Self drilling screws:

1. Countersunk flat-head reamer.
2. Steel.
3. HDG or weather-coated.

D. Bolts:

1. Bolts and nuts: hexagonal head cap screws and nuts, stainless steel, ASTM F593, AISI type 304, 18-8;
2. Flat washers: stainless steel, ASTM F593, AISI type 304, 18-8;
3. Lock washers: stainless steel, ASTM F593, AISI type 304, 18-8, helical spring;
4. Lag bolts/screws: stainless steel, ASTM F593, AISI type 304, 18-8.

E. Other materials, not specifically described, required for a complete/proper installation.

2.5 EPOXY REPAIR SYSTEM

A. Epoxy repair system:

1. Consolidating low viscosity epoxy resins and hardeners;
2. Patching epoxy resins, hardeners and filler;
3. Additives and catalysts.

B. Provide from a single manufacturer/supplier as follows:

1. *LiquidWood* and *WoodEpox* from Abatron Inc., 33 Center Drive, Gilberts, IL 60136 ph (800) 445-1754, www.abatron.com; or approved equal.
2. Provide compatible solvents, tools, gloves, goggles, and safety equipment as necessary.

C. Wood Putty: *Dap Blended Stick*, from DAP Inc., 2400 Boston Street, Suite 200, Baltimore, MD 21224, or equal as approved by the A/E.

2.6 WOOD SEALANT SYSTEM

A. VanAqua-442 Water Based, ultra low VOC and zero HAP Wood Sealer and Van Aqua 482 urethane topcoat, clear from Van Technologies -218-525-9424, or approved equal.

2.7 PRESERVATIVE TREATMENT

A. Fungicide:

1. Clear, non-staining;

2. Containing iodo propynyl butyl carbamate as fungicidal ingredient;
3. Compatible with paints.

B. Other materials not specifically described but required for a complete and proper application.

2.8 MISCELLANEOUS MATERIALS

A. Blocking, Shims, and Nailers: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

1. Wood-Preservative Treatment: By pressure process, AWPA U1; Use Category UC3b.

a. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
b. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
c. Mark lumber with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee's (ALSC) Board of Review.

2.9 FABRICATION

A. Fabricate exterior architectural woodwork to dimensions, profiles, and details indicated.

1. Ease edges to radius indicated for the following:

a. Edges of Solid-Wood (Lumber) Members: 1/16 inch unless otherwise indicated.

B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site.

1. Disassemble components only as necessary for shipment and installation.
2. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.
3. Notify Architect seven days in advance of the dates and times exterior architectural woodwork fabrication will be complete.
4. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled.

a. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting.
b. Verify that parts fit as intended, and check measurements of assemblies against field measurements indicated on approved Shop Drawings before disassembling for shipment.

2.10 SHOP PRIMING

A. Preparations for Finishing: Comply with the Architectural Woodwork Standards for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing exterior architectural woodwork, as applicable to each unit of work.

B. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to surfaces installed in contact with concrete or masonry and to end-grain surfaces.

C. Exterior Architectural Woodwork for Opaque Finish: Shop prime all surfaces with one coat of wood primer as specified in Section 09 91 13 "Exterior Painting."

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition exterior architectural woodwork to average prevailing humidity conditions at Project site.

B. Before installing exterior architectural woodwork, examine shop-fabricated work for completion, and complete work as required, including removing packing and backpriming concealed surfaces.

3.2 CONDITIONS

A. Verify moisture content of wood is less than 19% at the time of installation: Do not install wood with moisture content exceeding 19%.

3.3 GENERAL

A. Fit and scribe pieces to match existing and original installation for:

1. Height and width;
2. Thickness;
3. Shapes;
4. Finish.

B. Select and position pieces so knots, defects and repairs do not interfere with locations of fasteners, joints or connections. Set loose knots with epoxy, and cut out and discard sections with knot holes or defects such as waney edges.

3.4 INSTALLATION

A. Assemble exterior architectural woodwork, and complete fabrication at Project site to the extent that it was not completed during shop fabrication.

B. Install exterior architectural woodwork level, plumb, true in line, and without distortion.

1. Shim as required with concealed shims.
2. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

C. Standing and Running Trim:

1. Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible.
2. Do not use pieces less than 60 inches long, except where shorter single-length pieces are necessary.
3. Scarf running joints and stagger in adjacent and related members.

D. Scribe and cut exterior architectural woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Preservative-Treated Wood Materials:

1. Saturate the surface of all field cuts in preservative treated members after trial fit-up but before assembly or fastening.
2. Where field cut or drilled, treat cut ends and drilled holes according to AWPA M4.

F. Anchor exterior architectural woodwork to anchors or blocking built in or directly attached to substrates.

1. Secure with countersunk, concealed fasteners and blind nailing.
2. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with exterior architectural woodwork.
3. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced and with adjacent rows staggered.
4. For shop-finished items, use filler matching finish of items being installed.

3.5 JOINTS

A. Framing lumber: Make joints true, tight, and well nailed.

B. Roof deck joints: Make joints true, tight and well nailed, with square edges:

1. Butt joints;
2. Span: three span minimum.

3.6 INSTALLATION OF ASSEMBLIES

A. Install the work of this Section at the locations shown on the Drawings, and in accordance with the approved Shop Drawings.

1. Scribe units to the wall, floor, and other surfaces as appropriate, with not more than 1/32" clear between the work and the abutting permanent surface, and with no change of clearance in excess of 1/16″ over 4".
2. Set each unit square, level, plumb and aligned with adjacent surfaces vertically and horizontally within 1/4" of the designated location for freestanding work.

B. Upon completion of installation, thoroughly clean each item using only cleaning materials recommended by the manufacturer.

C. Touch-up scratches and abrasions to be invisible from a distance of five feet.

D. Touch up finishing work specified in this Section after installation of exterior architectural woodwork.

1. Fill nail holes with matching filler where exposed.
2. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are shop applied.

E. Field Finishing: final finishing of installed exterior architectural woodwork.

3.7 FIELD QUALITY CONTROL

A. Inspections: Provide inspection of installed Work through AWI's Quality Certification Program certifying that woodwork, including installation, complies with requirements of the Architectural Woodwork Standards for the specified grade.

1. Inspection entity shall prepare and submit report of inspection.

3.8 EPOXY REPAIRS

A. Repair damaged and defective exterior architectural woodwork, where possible, to eliminate functional and visual defects

B. Manufacturers' Instructions:

1. Follow manufacturers' instructions and safety recommendations exactly;
2. Epoxies in mass placements may result in high heat release.
3. Plan and execute epoxy placement to avoid dangerous curing temperatures.

C. Preparation of repair areas:

1. Remove all loose wood fiber, rotted wood, paint and paint chips, dirt, grease, mold, fungus, etc., to assure proper adhesion;
2. Prepare wood substrate per manufacturer's instructions;
3. Verify proper wood moisture content:

a. If too high, dry the wood.

D. Epoxy consolidation (painted wood only):

1. Epoxy consolidate porous or "punky" deteriorated wood;
2. Drill holes and apply consolidate per manufacturer's instructions.

E. Split repair:

1. Apply epoxy adhesive to both faces of split;
2. Join pieces and clamp/restrain in place until cured.

F. Wood epoxy filler repair:

1. Epoxy fill deteriorated wood containing voids or hollows;
2. Carve and shape void;

3. Carve and shape "dutchman" to a snug fit in void;
4. Clean surfaces;
5. Apply epoxy adhesive to wood member and dutchman;
6. Join pieces and clamp/restrain in place until cured.

G. Cleaning:

1. Remove excess epoxy from exposed surfaces;
2. Use recommended solvents;
3. Do not drip or smear epoxy on exposed unpainted surfaces.

H. Finishing:

1. Sand, carve, and otherwise trim the exposed surface of the fully cured repair to match surface texture and elevation of the adjacent original existing materials.

I. Where not possible to repair, replace defective woodwork.

3.9 FASTENING

A. Nailing:

1. Penetrate the receiving piece at least 1/2 the nail/spike length;
2. Prebore for all fasteners;
3. Do not split wood or timber member with nail or spike;
4. Remove split members and replace;
5. Set nail head in finish carpentry items.

B. Bolting and screwing:

1. Drill bolt holes 1/16": larger than bolt diameter;
2. Pre-bore for screws;
3. Drill holes:
   a. Straight and from one side;
   b. Perpendicular to surface;
   c. Use jig where necessary;
4. Install washers under all nuts and bolt heads.

3.10 FIELD FUNGICIDAL TREATMENT

A. Apply field fungicidal treatment on exposed unpainted/unfinished surfaces of salvaged and existing wood to remain.

B. Apply in accordance with the manufacturer's instructions.

3.11 CLEANING

A. Clean exterior architectural woodwork on exposed and semi-exposed surfaces.

B. Completely remove finger prints and traces of soil from the woodwork using cleaning materials recommended by the manufacturer.

END OF SECTION 06 40 13

SECTION 07 01 50.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Full tear-off of roof system at areas indicated on Drawings.
2. Partial tear-off of roof areas indicated on Drawings.
3. Re-cover preparation of roof areas indicated on Drawings.
4. Removal of flashings and counter flashings.
5. Temporary roofing.

B. Related Requirements:

1. Section 01 10 00 "Summary" for use of premises and for phasing requirements.
2. Section 01 35 16 “Alteration Project Procedures”
3. Section 01 50 00 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.
4. Section 02 41 19 “Selective Demolition”

1.3 ALLOWANCES

A. Allowance for removal of existing deteriorated wood roof deck, and replacement with new wood deck, is specified under Section 01 21 00 "Allowances."

1.4 UNIT PRICES

A. Unit Price for removal of existing deteriorated wood roof deck, and replacement with new wood deck, is specified under Section 01 22 00 "Unit Prices."

1.5 DEFINITIONS

A. EPS: Molded (expanded) polystyrene.

B. Full Roof Tear-off: Removal of existing roofing system down to existing roof deck

C. OSB: Oriented strand board.

D. Partial Roof Tear-off: Removal of selected components and accessories from existing roofing system.

E. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

F. Roof Re-Cover Preparation: Existing roofing system is to remain and be prepared for new roof installed over it.

1.6 PREINSTALLATION MEETINGS

A. Preliminary Roofing Conference: Before starting removal Work, conduct conference at Project site

1. Meet with Owner, Architect, Construction Manager, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing tear-off, including, but not limited to, the following:

a. Reroofing preparation, including roofing system manufacturer's written instructions.
b. Temporary protection requirements for existing roofing system components that are to remain.
c. Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
e. Existing roof deck conditions requiring Architect notification.
f. Existing roof deck removal procedures and Owner notifications.
g. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
h. Structural loading limitations of roof deck during reroofing.
i. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
j. HVAC shutdown and sealing of air intakes.
k. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
l. Asbestos removal and discovery of asbestos-containing materials.
m. Governing regulations and requirements for insurance and certificates if applicable.
n. Existing conditions that may require Architect notification before proceeding.

1.7 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Temporary Roofing Submittal: Product data and description of temporary roofing system.

1. If temporary roof remains in place, include surface preparation requirements needed to receive permanent roof, and submit a letter from roofing manufacturer stating acceptance of the temporary roof and that its inclusion does not adversely affect the new roofing system's resistance to fire and wind, FM listing or specified special warranty.

1.8 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1. Include certificate that Installer is approved by warrantor of existing roofing system.
2. Include certificate that Installer is licensed to perform asbestos abatement.

B. Field Test Reports:

1. Fastener pull-out test report.

C. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.

1. Submit before Work begins.

D. Landfill Records: Indicate receipt and acceptance of demolished roofing materials and hazardous wastes, such as asbestos-containing materials, by a landfill facility licensed to accept them.

1.9 CLOSEOUT SUBMITTALS

A. Certified statement from manufacturer for existing warranted roof system stating that existing roof warranty has not been affected by Work performed under this Section.

1.10 QUALITY ASSURANCE

A. Installer Qualifications:

1. Approved by warrantor of existing roofing system to work on existing roofing
2. Licensed to perform asbestos abatement and/or hazardous materials removal in the state of jurisdiction where Project is located.

B. Regulatory Requirements:

1. Comply with governing EPA notification regulations before beginning roofing removal.
2. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.11 FIELD CONDITIONS

A. Existing Roofing System:

1. Built-up modified roof with granule cap (hot applied)
2. Flat clay tile

B. Owner will not occupy portions of building immediately below reroofing area.

1. Coordinate work activities daily and place protective dust and water-leakage covers over sensitive equipment and furnishings to remain, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate spaces from below work area.
2. Before working over structurally impaired areas of deck, notify evacuate occupants from below affected area.

    a. Verify that spaces below work area have been evacuated before proceeding with work over impaired deck area.

C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

D. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.

1. A roof and deck of existing roofing system is available for Contractor's reference.
2. The results of an analysis of test cores from existing roofing system are available for Contractor's reference.
3. Construction Drawings for existing roofing system are provided for Contractor's convenience and information, but they are not a warranty of existing conditions. They are intended to supplement rather than serve in lieu of Contractor's own investigations. Contractor is responsible for conclusions derived from existing documents.

E. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed to avoid imposing excessive loads on existing supporting walls, floors and/or framing.

F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

1. Remove only as much roofing in one day as can be made watertight in the same day.

G. Hazardous Materials: A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except according to procedures specified elsewhere in the Contract Documents.
3. Coordinate reroofing preparation with hazardous material remediation to prevent water from entering existing roofing system or building.
4. Hazardous materials will be removed by Owner’s Contractor under separate contract, but in coordination with General Contractor.

1.12 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty.

1. Notify warrantor before proceeding with the Work.
2. Notify warrantor of existing roofing system on completion of reroofing, and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect.

a. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 TEMPORARY PROTECTION MATERIALS

A. EPS Insulation: ASTM C578.

B. Plywood: DOC PS 1, Grade CD, Exposure 1.

C. OSB: DOC PS 2, Exposure 1.

2.2 TEMPORARY ROOFING MATERIALS

A. Design and selection of materials for temporary roofing are Contractor's responsibilities.

B. Sheathing Paper: Red-rosin type, minimum 3 lb/100 sq. ft..

C. Base Sheet: ASTM D4601/D4601M, Type II, nonperforated, asphalt-impregnated and -coated, glass-fiber sheet.

D. Glass-Fiber Felt: ASTM D2178/D2178M, Type IV, asphalt-impregnated, glass-fiber felt.

E. Asphalt Primer: ASTM D41/D41M.

F. Roofing Asphalt: ASTM D312/D312M, Type III or IV.

G. Base Sheet Fasteners: Capped head, factory-coated steel fasteners, listed in FM Approvals' RoofNav.

2.3 INFILL AND REPLACEMENT MATERIALS

A. Use infill materials matching existing roofing system materials unless otherwise indicated.

1. Infill materials are specified in Section 07 53 23 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" unless otherwise indicated.

B. Steel deck is specified in Section 05 31 00 "Steel Decking."

C. Wood blocking, curbs, and nailers are specified in Section 06 10 00 "Rough Carpentry."

D. Wood plank decking is specified in Section 06 10 00 “Rough Carpentry.”

E. Plywood roof sheathing is specified in Section 06 10 00 “Rough Carpentry”

F. Fasteners: Factory-coated steel fasteners with metal or plastic plates listed in FM Approvals' RoofNav, and acceptable to new roofing system manufacturer.

2.4 AUXILIARY REROOFING MATERIALS

A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:

1. Protect existing roofing system that is not to be reroofed.
2. Loosely lay 1-inch-minimum thick EPS insulation over existing roofing in areas not to be reroofed.

    a. Loosely lay 15/32-inch plywood or OSB panels over EPS. Extend EPS past edges of plywood or OSB panels a minimum of 1 inch.

3. Limit traffic and material storage to areas of existing roofing that have been protected.
4. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
5. Comply with requirements of existing roof system manufacturer's warranty requirements.

B. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.

C. Shut off rooftop utilities and service piping before beginning the Work.

D. Test existing roof drains to verify that they are not blocked or restricted.

1. Immediately notify Architect of any blockages or restrictions.

E. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.

1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

F. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

G. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.

1. Prevent debris from entering or blocking roof drains and conductors.

a. Use roof-drain plugs specifically designed for this purpose.
b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.

a. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF TEAR-OFF

A. Notify Owner each day of extent of roof tear-off proposed for that day.

B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.

C. Protect existing roofing systems indicated to remain:

1. Limit traffic and material storage to areas to remain

D. Maintain temporary protection until replacement roofing is complete.

1. Ensure temporary protection materials are available for immediate use in case of unexpected rain.

E. Ensure roof drainage remains functional:

1. Keep drainage systems clear of debris
2. Prevent water from entering building and existing roofing systems.

F. Full Roof Tear-off: Where indicated on Drawings, remove existing roofing and other roofing system components down to the existing roof deck.

1. Remove full roofing assembly, including substrate board, vapor retarder, roof insulation, and cover board.
2. Remove base flashings and counter flashings.
3. Remove perimeter edge flashing and gravel stops.
4. Remove copings.
5. Remove expansion-joint covers.
6. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.
7. Remove roof drains indicated on Drawings to be removed.
8. Remove wood blocking, curbs, and nailers.

9. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry.

    a. Remove unadhered bitumen, unadhered felts, and wet felts.

10. Remove fasteners from deck.

3.3 DECK PREPARATION

A. Inspect roofing deck after tear-off of roofing system.

B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect.

    1. Do not proceed with installation until directed by Architect.

C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect.

    1. Do not proceed with installation until directed by Architect.

D. Provide additional deck securement as indicated on Drawings.

E. Replace deck as indicated on Drawings.

F. Replace deck as directed by Architect.

    1. Deck replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

G. Replace plywood roof sheathing as indicated on Drawings.

H. Replace plywood roof sheathing as directed by Architect.

    1. Roof sheathing replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

3.4 INFILL MATERIALS INSTALLATION

A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas to match existing roofing system construction.

    1. Installation of infill materials is specified in Section 07 53 23 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" unless otherwise indicated.

B. Installation of wood blocking, curbs, and nailers are specified in Section 06 10 00 "Rough Carpentry."

C. Install new roofing patch over roof infill area.

1. If new roofing is installed the same day tear-off is made, roofing patch is not required.

3.5 TEMPORARY ROOFING

A. Install approved temporary roofing over area to be reroofed to maintain building watertight

B. Remove temporary roofing before installing new roofing.

3.6 BASE FLASHING REMOVAL

A. Remove existing base flashings.

1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.

B. Do not damage metal counter flashings that are to remain.

1. Replace metal counter flashings damaged during removal with counter flashings specified in Section 07 62 00 "Sheet Metal Flashing and Trim."

C. Inspect parapet sheathing, wood blocking, curbs, and nailers for deterioration and damage.

1. If parapet sheathing, wood blocking, curbs, or nailers have deteriorated, immediately notify Architect.

D. Remove existing parapet sheathing and replace with new parapet sheathing to comply with Section 06 16 00 "Sheathing."

E. When directed by Architect, replace parapet framing, wood blocking, curbs, and nailers to comply with Section 06 10 00 "Rough Carpentry."

3.7 FASTENER PULL-OUT TESTING

A. Retain independent testing and inspecting agency to conduct fastener pull-out tests according to SPRI FX-1 and submit test report to Architect and roofing manufacturer before installing new roofing system.

1. Obtain Architect's and roofing manufacturer's approval to proceed with specified fastening pattern.

a. Architect and Roofing manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

3.8 DISPOSAL

A. Collect demolished materials and place in containers.

1. Promptly dispose of demolished materials.
2. Do not allow demolished materials to accumulate on-site.
3. Storage or sale of demolished items or materials on-site is not permitted.

B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 07 01 50.19

SECTION 07 31 13 - ASPHALT SHINGLES

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. Asphalt shingles.
2. Underlayment.
3. Self-Adhering sheet underlayment
4. Ridge Vent

B. Related Sections:

1. Section 06 10 00 " Rough Carpentry".
2. Section 07 62 00 "Sheet Metal Flashing and Trim" for metal roof penetration flashings and flashings.

1.3 DEFINITION

A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Verification: For the following products, of sizes indicated, to verify color selected.

1. Asphalt Shingle: Full size.

C. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain roof shingles, felt underlayment from single source from single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.

1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.

B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install asphalt shingles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.8 WARRANTY

A. Special Warranty: Standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Manufacturing defects.
b. Structural failures including failure of asphalt shingles to self-seal after a reasonable time.

2. Material Warranty Period: 30 years from date of Substantial Completion, prorated, with first five years non-prorated.
3. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 110 mph (45 m/s) for 10 years from date of Substantial Completion.
4. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.
5. Workmanship Warranty Period: 10 years from date of Substantial Completion.

B. Special Project Warranty: Roofing Installer's Warranty, or warranty form at end of this Section, signed by roofing Installer, covering the Work of this Section, in which roofing Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

1.9 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Asphalt Shingles: 100 sq. ft (9.3 sq. m) of each type, in unbroken bundles.

PART 2 - PRODUCTS

2.1 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

A. Laminated-Strip Asphalt Shingles (30-year Shingles): ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. GAF Materials Corporation; Slateline Shingles.
   b. Or Approved Equal

3. Strip Size: Manufacturer's standard.
4. Algae Resistance: Granules treated to resist algae discoloration.
5. Color and Blends: As selected by Architect, from manufacturer's full range.

B. Hip/Ridge Cap Shingles: Manufacturer's standard units to match asphalt shingles.

C. Starter Strip: Manufacturer's recommended starter strip units.

2.2 UNDERLAYMENT MATERIALS

A. Synthetic Underlayment: UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface coatings or treatments to improve traction underfoot and abrasion resistance; evaluated and documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction.

1. Atlas Roofing Corporation
2. GAF Materials Corporation
3. Grace Construction Products

B. Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970, minimum of 55-mil-thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release paper backing; cold applied. Provide primer for adjoining concrete or masonry surfaces to receive underlayment.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. CertainTeed Corporation; WinterGuard Granular.
b. GAF Materials Corporation; WeatherWatch.

2.3 ACCESSORIES

A. Roofing Nails: ASTM F 1667; aluminum or stainless-steel, wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

B. Synthetic Underlayment Fasteners: As recommended in writing by synthetic-underlayment manufacturer for application indicated.

2.4 METAL FLASHING AND TRIM

A. General: Comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim."

B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.

1. Apron Flashings: Fabricate with lower flange a minimum of 5 inches (125 mm) over and 4 inches (100 mm) beyond each side of downslope asphalt shingles and 6 inches (150 mm)] up the vertical surface.

C. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof, and extending at least 4 inches (100 mm) from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Examine roof sheathing to verify that sheathing joints are supported by framing and
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.

B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

B. Synthetic Underlayment: Install on roof deck parallel with and starting with the eaves. Lap sides and ends and treat laps as recommended in writing by manufacturer. Stagger end laps between succeeding courses at interval recommended in writing by manufacturer. Fasten according to manufacturer's written instructions. Cover underlayment within period recommended in writing by manufacturer.

1. Install in single layer on roofs sloped at 4:12 and greater.
2. Install in double layer on roofs sloped at less than 4:12.

C. Self-Adhering Sheet Underlayment: Install wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install when shown on drawings, lapped in direction to shed water. Lap sides not less than 3-1/2 inches. Lap ends not less than 6 inches. Roll laps with roller. Cover underlayment within seven days.

1. Prime concrete and masonry surfaces to receive self-adhering sheet underlayment.
2. Sidewalls: Return vertically against sidewall not less than 4 inches.
3. Roof-Penetrating Elements: Return vertically against penetrating element not less than 4 inches.

3.3 METAL FLASHING INSTALLATION

A. General: Install metal flashings and other sheet metal to comply with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."

1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

B. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.

C. Rake Drip Edges: Install rake drip edge flashings over underlayment and fasten to roof deck.

D. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.

E. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

3.4 ASPHALT SHINGLE INSTALLATION

A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip at least 7 inches (175 mm) wide with self-sealing strip face up at roof edge.

1. Extend asphalt shingles 3/4 inch (19 mm) over fasciae at eaves and rakes.
2. Install starter strip along rake edge.

C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

D. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

E. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full-length first course followed by cut second course, repeating alternating pattern in succeeding courses.

F. Fasten asphalt shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.

1. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
2. When ambient temperature during installation is below 50 deg F (10 deg C), seal asphalt shingles with asphalt roofing cement spots.

3.5 ROOFING INSTALLER'S WARRANTY

A. WHEREAS _____ of _____ , herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: OMB/DFM.
2. Address: Thomas Collins Building, 540 S. Dupont Highway, Suite 1 (3rd Floor), Dover DE 19901.
3. Building Name/Type: Legislative Hall.
4. Address: 411 Legislative Ave, Dover DE 19901.
5. Area of Work: Flat Roof.
6. Acceptance Date: _____.
7. Warranty Period: 30 years.
8. Expiration Date: _____.

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:

   a. Lightning
   b. Peak gust wind speed exceeding 110 mph (m/sec)
   c. Fire
   d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition
   e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work.
   f. Vapor condensation on bottom of roofing
   g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 07 31 13

SECTION 07 32 13 - CLAY ROOF TILES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Clay roof tiles.
2. Underlayment materials.
3. Ridge vents.
4. Metal flashing and trim.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Clay roof tiles.
2. Underlayment materials.
3. Ridge vents.
4. Asphalt roofing cement.
5. Butyl sealant.
6. Elastomeric sealant.
7. Mortar.
8. Eave closure.

B. Shop Drawings: For metal flashing and trim.

C. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

A. Material test reports for clay roof tile.

B. Research reports for the following:

1. Adhesive tile-attachment systems.
2. Wire-tie tile-attachment systems.
3. Polymer-modified bitumen sheet underlayment.
4. Synthetic underlayment.

C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.6 WARRANTY

A. Materials Warranty: Manufacturer agrees to repair or replace clay roof tiles that fail in materials within specified warranty period.

1. Warranty Period: 70 years from date of Substantial Completion.

1.7 QUALITY ASSURANCE

A. Clay Tile Roof Specialist Qualifications: Engage an experienced clay tile roofing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing lightweight concrete tile or composite tile is insufficient experience for Clay Tile Roofing Replacement work.

1. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay tile roofing work is in progress. Supervisors shall speak read and understand English fluently and must be fluent in all languages spoken by all Restoration Workers.
2. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing.
3. Clay Tile Roofing Worker Qualifications: assign at least one worker per crew who is trained and certified by manufacturer of specified product when certification is required.

B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools specified. Include provisions for supervising performance and preventing damage due to worker fatigue.

C. Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockups for concrete roof tiles including related roofing materials.
   a. Size: 48 inches long by 48 inches wide.
   b. Include gutter complying with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Exterior Fire-Test Exposure: Provide clay roof tiles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

B. Energy Performance, ENERGY STAR: Provide roof tiles that are listed on the DOE's "ENERGY STAR Roof Product List" for steep-slope roof products.

2.2 CLAY ROOF TILES

A. Clay Roof Tiles: ASTM C1167, molded- or extruded-clay roof tile units of shape and configuration indicated, kiln fired, and free of surface imperfections. Provide with fastening holes prepunched at factory before firing.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Gladding, McBean; a Division of PABCO.
b. Ludowici Roof Tiles.
c. MCA Tile.
d. Or Approved equal.

2. Durability: Grade 1.

3. Flat Shape: Type III, flat shingle.

a. Accessory Tiles: Ridge and closed ridge end, hip and hip starter, header course, L-shaped rake edge, starter, end band and terminal units.

4. Size: To match existing from manufacturer standard products line.

a. Provide clay roof tiles of diminishing widths for circular bays or round towers.

5. Finish and Texture: To match existing.
6. Color: To match existing.

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D226/D226M Type II, asphalt saturated, unperforated.

B. Asphalt Roll-Roofing: ASTM D6380/D6380M, Class M, Type II, asphalt-saturated and -coated organic felt; mineral-granule surfaced on weather (top) side.

C. Synthetic Underlayment: UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface coatings or treatments to improve traction underfoot and abrasion resistance; recommended, in writing, by manufacturer for use under roof tile; and evaluated and

documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Drexel Metals.
    b. G.A.P. Roofing, Inc.
    c. GAF.
    d. Owens Corning.
    e. SDP Advanced Polymer Products Inc.
    f. SystemComponents Corporation.
    g. Tamko Building Products, Inc.
    h. Or Approved equal.

D. Polymer-Modified Bitumen Sheet: Styrene-butadiene-styrene- (SBS) modified asphalt, glass-fiber-mat-reinforced sheet; minimum 55-mil nominal thickness; recommended in writing by manufacturer and acceptable to authorities having jurisdiction for use as underlayment in tile steep-slope roofing systems; and designed for mechanical fastening or adhesive attachment using roofing asphalt or cold-applied adhesive.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Atlas Roofing Corporation.
    b. Boral USA; Boral Roofing LLC.
    c. CertainTeed Saint-Gobain.
    d. G.A.P. Roofing, Inc.
    e. GMC Roofing & Building Paper Products, Inc.
    f. Ludowici Roof Tiles.
    g. Malarkey Roofing.
    h. Tarco.
    i. Or Approved equal.

E. Self-Adhering, Polymer-Modified Bitumen Sheet: ASTM D1970/D1970M, minimum 55-mil-thick sheet; glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface and release backing; cold applied; and recommended in writing by manufacturer for use in tile roofing system required. Provide primer for adjoining concrete, masonry, and metal surfaces to receive underlayment.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Carlisle WIP Products; a brand of Carlisle Construction Materials.
    b. CertainTeed Saint-Gobain.
    c. GAF.
    d. Or Approved equal.

2. Top Surface: Textured polymer film.

2.4 RIDGE VENTS

A. Rigid-Plastic Ridge Vent: Manufacturer's standard, rigid section high-density polypropylene or other UV-stabilized plastic ridge vent for use under ridge tiles.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Cor-A-Vent, Inc.

2. Minimum Net Free Area:
3. Width:
4. Thickness:

2.5 ACCESSORIES

A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.

B. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied.

C. Elastomeric Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant of class and use classifications required to seal joints in clay-tile roofing and remain watertight; recommended in writing by manufacturer for applications indicated.

D. Roofing Asphalt: ASTM D312/D312M Type IV.

E. Cold-Applied Adhesive: Manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with underlayments.

F. Mortar: ASTM C270, Type M, with ASTM C979/C979M, pigmented mortar matching the color of clay roof tiles for exposed-to-view mortar, and natural color for concealed-from-view mortar.

G. Foam Adhesive: Two-component, polyurethane expanding adhesive recommended in writing for application by clay-roof-tile manufacturer.

H. Wood Nailers: Comply with requirements for pressure-preservative-treated wood in Section 06 10 00 "Rough Carpentry."

I. Mesh Fabric: 18-by-14 mesh of PVC-coated, glass-fiber thread.

2.6 FASTENERS

A. Roofing Nails: ASTM F1667, stainless steel, 0.120-inch- diameter shank, sharp-pointed, conventional roofing nails with barbed shanks; minimum 3/8-inch-diameter head; of sufficient length to penetrate 3/4 inch into substrate or extend at least 1/8 inch through thickness of the sheathing, whichever is less.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

B. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch-minimum diameter.

1. Provide with minimum 0.0134-inch-thick metal cap, 0.010-inch-thick power-driven metal cap, or 0.035-inch-thick plastic cap; and with minimum 0.083-inch-thick ring shank or 0.091-inch-thick smooth shank of length to penetrate at least 3/4 inch into roof sheathing or to penetrate through roof sheathing less than 3/4 inch thick.

C. Nails for Wood Nailers: ASTM F1667; common or box, steel wire, flat head, and smooth shank.

D. Wire Ties: Stainless steel, 0.083-inch-minimum diameter.

E. Twisted-Wire-Tie System: Continuously twisted, two-wire unit with loops formed 6 inches apart, minimum 0.090-inch-diameter stainless steel wire and 0.063-inch-diameter stainless steel tie wires, with matching-metal folding clip anchors.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

F. Single-Line, Wire-Tie System: Interconnecting eave-to-ridge system, minimum 0.090-inch-diameter stainless steel wire, preformed to accommodate clay roof tile type and application indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

G. Hook Nails: One-piece wind lock and clay-roof-tile fastener system, minimum 0.120-inch-diameter stainless steel wire, for direct deck nailing.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

H. Tile Locks: Stainless steel, nominal 0.1-inch-diameter wire device designed to secure butt edges of overlaid clay roof tiles.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

I. Storm Clips: Stainless steel, minimum 0.048-by-1/2-inch strap-type, L-shaped retainer clips designed to secure side edges of clay roof tiles. Provide with two fastener holes in base flange.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

2.7 METAL FLASHING AND TRIM

A. General: Comply with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."

1. Sheet Metal: Copper.

B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for design, dimensions, metal, and other characteristics of the item unless otherwise indicated on Drawings.

C. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof.

PART 3 - EXECUTION

3.1 INSTALLATION OF UNDERLAYMENT MATERIALS

A. Comply with clay-roof-tile and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.

1. Cover ridge/hip wood nailers with underlayment strips.

B. Felt: Install parallel with and starting at eaves and fasten with underlayment nails.

1. Single-Layer Installation: Install on roof deck.

a. Lap sides a minimum of 4 inches over underlying course.
b. Lap ends a minimum of 4 inches.
c. Stagger end laps between succeeding courses at least 72 inches.

2. Top-Layer Installation: Install as second layer over anchor-layer underlayment, with side laps offset halfway between side laps of underlying anchor layer.

a. Lap sides a minimum of 4 inches over underlying course.
b. Lap ends a minimum of 4 inches.
c. Stagger end laps between succeeding courses at least 72 inches.

3. Double-Layer Installation: Install on roof deck.

a. Install a 19-inch-wide starter course at eaves and completely cover with a 36-inch-wide second course.
b. Install succeeding 36-inch-wide courses lapping previous courses 19 inches in shingle fashion.
c. Lap ends a minimum of 6 inches.
d. Stagger end laps between succeeding courses at least 72 inches.
e. Apply a continuous layer of asphalt roofing cement over starter course and on felt surface to be concealed by succeeding courses as each felt course is installed. Apply at locations indicated on Drawings.

4. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.
5. Install felt over areas protected by self-adhering, polymer-modified bitumen sheet.
6. Terminate felt extended up not less than 6 inches against sidewalls, curbs, chimneys, and other roof projections.

C. Asphalt Roll-Roofing: Install parallel with and starting at eaves.

1. Single-Layer Installation: Install on roof deck.

a. Lap sides a minimum of 4 inches over underlying course.
b. Lap ends a minimum of 4 inches.
c. Stagger end laps between succeeding courses at least 72 inches.
d. Fasten with underlayment nails.

2. Top-Layer Installation: Install as second layer over anchor-layer underlayment, with side laps offset halfway between side laps of underlying anchor layer.

a. Lap sides a minimum of 4 inches over underlying course.
b. Lap ends a minimum of 4 inches.
c. Stagger end laps between succeeding courses at least 72 inches.
d. Adhere to anchor layer in uniform coating of asphalt roofing cement.

3. Double-Layer Installation: Install on roof deck.

a. Install a 19-inch-wide starter course at eaves and completely cover with a 36-inch-wide second course.
b. Install succeeding 36-inch-wide courses lapping previous courses 19 inches in shingle fashion.
c. Lap ends a minimum of 6 inches.
d. Stagger end laps between succeeding courses at least 72 inches.
e. Fasten with underlayment nails.
f. Apply a continuous layer of asphalt roofing cement over starter course and on roll-roofing surface to be concealed by succeeding courses as each roll-roofing course is installed. Apply at locations indicated on Drawings.

4. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.
5. Install roll roofing over areas protected by self-adhering, polymer-modified bitumen sheet.

6. Terminate roll roofing extended up not less than 6 inches against sidewalls, curbs, chimneys, and other roof projections.

D. Synthetic-Underlayment Top Layer: Install in accordance with manufacturer's written installation instructions and as second layer over anchor-layer underlayment.

1. Completely cover anchor-layer underlayment and install parallel with and starting at the eaves, with side laps offset halfway between side laps of underlying anchor layer.
2. Lap sides and ends as recommended in writing by manufacturer, but not less than 4 inches for side laps and 6 inches for end laps.
3. Stagger end laps from anchor-layer end laps and between succeeding top courses at interval recommended in writing by manufacturer, but not less than 72 inches.
4. Fasten with underlayment nails.
5. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.

E. Polymer-Modified Bitumen Sheet: Install parallel with and starting at eaves.

1. Single-Layer Installation: Install on roof deck.

   a. Lap sides a minimum of 4 inches over underlying course.
   b. Lap ends a minimum of 6 inches.
   c. Stagger end laps between succeeding courses at least 72 inches.
   d. Fasten with underlayment nails.

2. Top-Layer Installation: Install as a second layer over anchor-layer underlayment, with side laps offset halfway between side laps of underlying anchor layer.

   a. Lap sides a minimum of 4 inches.
   b. Lap ends a minimum of 6 inches.
   c. Stagger end laps from anchor-layer end laps and between succeeding top-layer courses at least 72 inches.
   d. Adhere to anchor layer in uniform coating of cold-applied adhesive.

3. Double-Layer Installation: Install on roof deck in overlapping layers with a half-width plus 1 inch-wide starter course at eaves completely covered by full-width second course.

   a. Install succeeding courses lapping previous courses by a half-width plus 1 inchin shingle fashion.
   b. Lap ends a minimum of 6 inches.
   c. Stagger end laps between succeeding courses at least 72 inches.
   d. Fasten with underlayment nails.

4. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.
5. Install sheets over areas protected by self-adhering, polymer-modified bitumen sheet.
6. Terminate sheets extended up not less than 6 inches against sidewalls, curbs, chimneys, and other roof projections.

F. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free.

1. Comply with low-temperature installation restrictions of underlayment manufacturer.
2. Install lapped in direction that sheds water.
3. Lap sides not less than 4 inches.
4. Lap ends not less than 6 inches, staggered 24 inches between succeeding courses.
5. Roll laps with roller.
6. Prime concrete, masonry, and metal surfaces to receive self-adhering, polymer-modified bitumen sheet.
7. Single-Layer Installation: Install over entire roof deck.
8. Top-Layer Installation: Install as second layer over anchor-layer underlayment.

    a. Completely cover anchor-layer underlayment.
    b. Offset side laps halfway between side laps of underlying anchor layer and offset end laps from those of underlying anchor layer at least 72 inches.

9. Water and Ice-Dam Protection Installation: Install on roof deck where indicated on Drawings.
10. Cover underlayment within seven days.

G. Valley Underlayment: Install one layer of 36-inch-wide underlayment centered in valley, running full length of valley, and on top of underlayment on field of roof that is woven through valley. Install all layers of underlayment in and through valley tight with no bridging.

1. Use same underlayment as installed on field of roof.
2. Lap ends at least 12 inches in direction that sheds water, and seal with asphalt roofing cement.
3. Fasten to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.
4. Solidly cement valley underlayment to roof-field underlayment that is woven through valley using asphalt roofing cement.

3.2 INSTALLATION OF METAL FLASHING AND TRIM

A. Install metal flashings and other sheet metal to comply with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."

1. Install in accordance with clay-roof-tile manufacturer's written instructions and recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems."

B. Pipe Flashings: Form flashing around pipe penetrations and tile roofing. Fasten and seal to tile roofing.

3.3 INSTALLATION OF WOOD NAILERS

A. Install wood nailers securely fastened to roof deck at the following locations:

1. Hips.
2. Ridges.
3. Rakes.

B. Install beveled wood-cant nailers at eaves and securely fasten to roof deck.

C. Install nominal 1-by-2-inch wood-batten nailers horizontally in 48-inch lengths with ends separated by 1/2 inch, at spacing required by clay-roof-tile manufacturer, and securely fasten to roof deck.

1. Install nominal 1-by-2-inch wood counter battens vertically spaced 24 inches apart and securely fasten to roof deck.

3.4 INSTALLATION OF CLAY ROOF TILES

A. Install clay roof tiles in accordance with manufacturer's written instructions and recommendations in TRI/WSRCA's "Concrete and Clay Roof Tile Installation Manual" and NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" unless more stringent requirements are specified in this Section or indicated on Drawings.

1. Install to resist wind forces resulting from design wind speeds indicated on Drawings.
2. Maintain uniform exposure and coursing of clay roof tiles throughout roof.
3. Extend tiles 2 inches over eave fasciae.
4. Nail Fastening: Drive nails to clear the clay roof tile so the tile hangs from the nail and is not drawn up.

    a. Install wire through nail holes of cut tiles that cannot be nailed directly to roof deck, and fasten to nails driven into deck.

5. Wire-Tie Fastening: Install wire-tie systems and fasten clay roof tiles in accordance with manufacturer's written instructions.
6. Mortar Setting: Install clay roof tiles in accordance with manufacturer's written instructions and acceptance criteria of authorities having jurisdiction.
7. Foam-Adhesive Setting: Install clay roof tiles in accordance with adhesive and tile manufacturers' written instructions and acceptance criteria of authorities having jurisdiction.
8. Storm Clips: Install to capture edges of longitudinal sides of clay roof tiles and securely fasten to roof deck.
9. Tile Locks: Install to support and lock overlying tile butts to underlying tiles.
10. Cut and fit clay roof tiles neatly around roof vents, pipes, ventilators, and other projections through roof. Fill voids with mortar.
11. Install clay roof tiles with color blend approved by Architect.

B. Flat-Shingle Clay-Roof-Tile Installation:

1. Maintain 2-inch headlap between succeeding courses of clay roof tiles.
2. Offset joints by half the clay-roof-tile width in succeeding courses.
3. Extend clay roof tiles 1 inch over fasciae at rakes.
4. Install ridge tiles in V-ridge/saddle/mitered configuration with laps facing away from prevailing wind. Seal laps with elastomeric sealant.

    a. Close voids where ridge tiles meet clay roof tiles with mortar struck with face of ridge cover tiles.

5. Install hip tiles in V-ridge/saddle/mitered configuration. Seal laps with elastomeric sealant.

    a. Fill voids with mortar where hip tiles meet clay roof tiles, and strike mortar flush with face of hip cover tiles.

C. Open Valleys: Cut clay roof tiles at open valleys to form straight lines. Maintain uniform width of exposed open valley from highest to lowest point.

1. Drill or notch cut valley tiles and wire-tie to fastener placed clear of valley metal flashings.
2. Do not nail tiles to metal flashings.

3.5 INSTALLATION OF RIDGE VENTS

A. Rigid-Plastic Ridge Vents: Install continuous ridge vents over clay roof tiles in accordance with manufacturer's written instructions. Fasten with nails of sufficient length to penetrate substrate.

3.6 ROOFING INSTALLER'S WARRANTY

A. WHEREAS _____ of _____ herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:

1. Owner: OMB/DFM.
2. Address: Thomas Collins Building, 540 S. Dupont Highway, Suite 1 (3rd Floor), Dover DE 19901.
3. Building Name/Type: Legislative Hall.
4. Address: 411 Legislative Ave, Dover DE 19901.
5. Area of Work: Flat Roof.
6. Acceptance Date: _____.
7. Warranty Period: 20 years.
8. Expiration Date: _____.

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that, during Warranty Period, Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:

    a. Lightning;
    b. Peak gust wind speed exceeding 110 mph;

c. Fire;
d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
e. Faulty construction of copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
f. Vapor condensation on bottom of roofing; and
g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer to perform the alterations, Warranty shall not become null and void unless Roofing Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this <**Insert day**> day of <**Insert month**>, <**Insert year**>.

1. Authorized Signature: <**Insert signature**>.
2. Name: <**Insert name**>.
3. Title: <**Insert title**>.

3.7 DAILY CLEANING

A. Conduct cleaning at the end of each workday:

1. Keep walking and working surfaces clean.
2. Keep stairways, passageways, and gangways free of materials, supplies, and obstructions.
3. Pick-up and place all debris or trash in its proper container.
4. Hammer in, bend, or remove any protruding nails
5. Remove any items that aren't being used from the work area and store them in their proper place.

END OF SECTION 07 32 13

SECTION 07 32 16 - CONCRETE ROOF TILES

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. Concrete roof tiles.
2. Underlayment materials.
3. Ridge vents.
4. Metal flashing and trim.

B. Related Requirements

1. Section 07 62 00 “Sheet Metal Flashing and Trim” for flashing and sheet metal.
2. Section 07 72 53 "Snow Guards" for snow guards.

1.3 ALTERNATES

A. See Section 01 23 00 "Alternates" for description of alternates affecting items specified under this Section.

1.4 DEFINITIONS

A. Roofing Terminology: See ASTM D1079 and glossary in TRI/WSRCA's "Concrete and Clay Roof Tile Installation Manual" for definitions of terms related to roofing Work in this Section.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

A. Product Data: For the following:

1. Concrete roof tiles.
2. Underlayment materials.
3. Ridge vents.

4. Asphalt roofing cement.
5. Butyl sealant.
6. Elastomeric sealant.
7. Mortar.
8. Eave closure.
9. Ridge closure.

B. Shop Drawings: For metal flashing and trim.

C. Samples: For each exposed product and for each color and texture specified, in sizes indicated.

1. Concrete Roof Tiles: Full size, showing full range of color values and blends.
2. Accessory Tiles: Full size, each type.
3. Metal Flashing: 12 inches square.
4. Ridge Vents: 12-inch-long Sample.
5. Eave Closures: In manufacturer's standard size.

D. Samples for Initial Selection: For each type of concrete roof tile and accessory tile.

1. Include Samples of accessories involving color selection.

E. Samples for Verification: For the following products, in sizes indicated:

1. Concrete Roof Tiles: Full size, showing full range of color values and blends.
2. Accessory Tiles: Full size, each type.
3. Metal Flashing: 12 inches square.
4. Ridge Vents: 12-inch-long Sample.
5. Eave Closures: In manufacturer's standard size.

1.7 INFORMATIONAL SUBMITTALS

A. Material Test Reports: For each type of concrete roof tile, based on evaluation of comprehensive tests performed by a qualified testing agency.

B. Research Reports: From an agency acceptable to authorities having jurisdiction, indicating that product is suitable for intended use under applicable building codes for the following:

1. Adhesive tile-attachment systems.
2. Wire-tie tile-attachment systems.
3. Polymer-modified bitumen sheet underlayment.
4. Synthetic underlayment.

C. Sample Warranty: For manufacturer's materials warranty.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing to include in maintenance manuals.

B. Materials warranties.

C. Roofing Installer's warranty.

1.9 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Concrete Roof Tiles: 100 sq. ft. of each type, in unbroken bundles.

1.10 QUALITY ASSURANCE

A. Concrete Roof Tile Specialist Qualifications: Engage an experienced concrete tile roofing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing composite tile is insufficient experience for Concrete Roof Tile Replacement work.

1. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that concrete roof tile work is in progress. Supervisors shall speak read and understand English fluently and must be fluent in all languages spoken by all Restoration Workers.
2. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing.
3. Concrete Tile Roofing Worker Qualifications: assign at least one worker per crew who is trained and certified by manufacturer of specified product when certification is required.

B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools specified. Include provisions for supervising performance and preventing damage due to worker fatigue.

C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockups for concrete roof tiles including related roofing materials.
   a. Size: 48 inches long by 48 inches wide.
   b. Include gutter complying with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Store underlayment rolls in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.

1. Store on end, on pallets or other raised surfaces. Do not double-stack rolls.

B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

C. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.12 FIELD CONDITIONS

A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related work to be performed in accordance with manufacturer's written instructions and warranty requirements.

1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.13 WARRANTY

A. Materials Warranty: Manufacturer agrees to repair or replace concrete roof tiles that fail in materials within specified warranty period.

1. Warranty Period: 50 years from date of Substantial Completion.

B. Roofing Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of concrete-tile roofing that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Ten (10) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain each type of product from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Exterior Fire-Test Exposure: Provide concrete roof tiles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to

authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

B. Energy Performance, ENERGY STAR: Provide roof tiles that are listed on the DOE's "ENERGY STAR Roof Product List" for steep-slope roof products.

2.3 CONCRETE ROOF TILES

A. Concrete Roof Tiles: ASTM C1492, molded- or extruded-concrete roof tile units of shape and configuration indicated, with integral color, and free of surface imperfections. Provide with fastening holes prepunched at factory.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Bartile.
   b. Boral USA; Boral Roofing LLC.
   c. Crown Roof Tiles.
   d. Eagle Roofing Products.
   e. Vande Hey Raleigh Mfg., Inc.

2. Weight: Light.
3. Low-Profile Shape: Type III, flat shingle.

   a. Accessory Tiles: Type IV, Ridge and closed ridge end, hip and hip starter, header course, L-shaped rake edge starter, end band, and terminal units.

4. Size: To match existing.
5. Finish and Texture: To match existing .
6. Colors, Blends, and Patterns: As selected by Architect from manufacturer's full range.

2.4 UNDERLAYMENT MATERIALS

A. Felt: ASTM D226/D226M Type II, asphalt saturated, unperforated.

B. Synthetic Underlayment: UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface coatings or treatments to improve traction underfoot and abrasion resistance; recommended, in writing, by manufacturer for use under roof tile; and evaluated and documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. GAF.
   b. Owens Corning.
   c. SDP Advanced Polymer Products Inc.

C. Self-Adhering, Polymer-Modified Bitumen Sheet: ASTM D1970/D1970M, minimum 55-mil-thick sheet; glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface

and release backing; cold applied; and recommended in writing by manufacturer for use in tile roofing system required.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Atlas Roofing Corporation - Polyiso.
   b. Carlisle WIP Products; a brand of Carlisle Construction Materials.
   c. CertainTeed Corporation; Saint-Gobain North America.
   d. GAF.

2. Top Surface: Textured polymer film.

2.5 ACCESSORIES

A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.

B. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied.

C. Elastomeric Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant of class and use classifications required to seal joints in concrete-tile roofing and remain watertight; recommended in writing by manufacturer for applications indicated.

D. Roofing Asphalt: ASTM D312/D312M Type IV.

E. Cold-Applied Adhesive: Manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with underlayments.

F. Mortar: ASTM C270, Type M, with ASTM C979/C979M, pigmented mortar matching the color of concrete roof tiles for exposed-to-view mortar, and natural color for concealed-from-view mortar.

G. Foam Adhesive: Two-component, polyurethane expanding adhesive recommended in writing for application by concrete-roof-tile manufacturer.

H. Eave Closure: Manufacturer's standard copper eave closure formed to shape of concrete roof tiles.

I. Ridge Closure: Manufacturer's standard EPDM ridge closure, formed to shape of concrete roof tiles.

J. Wood Nailers: Comply with requirements for pressure-preservative-treated wood in Section 06 10 00 "Rough Carpentry."

K. Mesh Fabric: 18-by-14 mesh of PVC-coated, glass-fiber thread.

2.6 FASTENERS

A. Roofing Nails: ASTM F1667, stainless steel, 0.120-inch- diameter shank, sharp-pointed, conventional roofing nails with barbed shanks; minimum 3/8-inch-diameter head; of sufficient length to penetrate 3/4 inch into substrate or extend at least 1/8 inch through thickness of the sheathing, whichever is less.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

B. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch-minimum diameter.

1. Provide with minimum 0.0134-inch-thick metal cap, 0.010-inch-thick power-driven metal cap, or 0.035-inch-thick plastic cap; and with minimum 0.083-inch-thick ring shank or 0.091-inch-thick smooth shank of length to penetrate at least 3/4 inch into roof sheathing or to penetrate through roof sheathing less than 3/4 inch thick.

C. Nails for Wood Nailers: ASTM F1667; common or box, steel wire, flat head, and smooth shank.

D. Wire Ties: Copper, 0.083-inch-minimum diameter.

E. Twisted-Wire-Tie System: Continuously twisted two-wire unit with loops formed 6 inches apart, minimum 0.101-inch-diameter copper wire and 0.064-inch-diameter copper tie wires, with matching-metal folding clip anchor.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

F. Hook Nails: One-piece wind lock and concrete-roof-tile fastener system, minimum 0.120-inch-diameter stainless steel wire, for direct deck nailing.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

G. Tile Locks: Stainless steel, nominal 0.1-inch-diameter wire device designed to secure butt edges of overlaid concrete roof tiles.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

H. Storm Clips: Stainless steel, minimum 0.048-by-1/2-inch strap-type, L-shaped retainer clips designed to secure side edges of concrete roof tiles. Provide with two fastener holes in base flange.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Frances Fasteners Inc., dba STORM-LOCK Tile Fasteners.
b. Wire Works, Inc.

2.7 METAL FLASHING AND TRIM

A. General: Comply with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."

B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for design, dimensions, metal and other characteristics of the item unless otherwise specified in this Section or indicated on Drawings.

1. Apron Flashings: Fabricate with lower flange extending a minimum of 6 inches over and 4 inches beyond each side of downslope tile roofing and 6 inches up the vertical surface.
2. Step Flashings: Fabricate with a headlap of 4 inches and a minimum extension of 5 inches both horizontally and vertically.
3. Channel Flashings: Fabricate with vertical surface extending a minimum of 5 inches above the concrete roof tile and 6 inches beneath the tile roofing, with a 2-inch high vertical return to form a runoff channel.
4. Rake Pan Flashings: Fabricate with vertical surface extending over fasciae and 6 inches beneath the tile roofing, with a 2-inch high vertical return to form a runoff channel.
5. Cricket and Backer Flashings: Fabricate with concealed flange extending a minimum of 24 inches beneath upslope tile roofing, 6 inches beyond each side of chimney and/or skylight, and 6 inches above the roof plane.
6. Counterflashings: Fabricate to cover 4 inches of base flashing measured vertically; and in lengths required so that no step exceeds 8 inches and overall length is no more than 10 feet.

a. Provide metal reglets for installation.

7. Valley Flashings: Fabricate from metal sheet not less than 24 inches wide in lengths not exceeding 10 feet, with 2-inch- high, inverted-V profile water diverter at center of valley and equal flange widths of not less than 11 inches.

a. Hem flange edges for fastening with metal cleats.

8. Drip Edges: Fabricate in lengths not exceeding 10 feet, with minimum 2-inch roof-deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge.

C. Sheet Metal Ridge Vent: Fabricate from 16-oz./sq. ft.- thick copper sheet, terminating each side in V-shaped external baffles with venting holes producing net free ventilation area of 2.65 sq. in./ft..

D. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof.

E. Refer to Spec Section 07 72 00 “Snow Guards” for snow guard requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through roofing.
3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.

B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF UNDERLAYMENT MATERIALS

A. Comply with concrete roof tile and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.

B. Felt: Install parallel with and starting at eaves and fasten with underlayment nails.

1. Single-Layer Installation: Install on roof deck.
    a. Lap sides a minimum of 2 inches/4 inches over underlying course.
    b. Lap ends a minimum of 4 inches.
    c. Stagger end laps between succeeding courses at least 72 inches.
2. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.
3. Install felt over areas protected by self-adhering, polymer-modified bitumen sheet.
4. Terminate felt extended up not less than 4 inches against sidewalls, curbs, chimneys, and other roof projections.

C. Synthetic-Underlayment Top Layer: Install in accordance with manufacturer's written installation instructions and as second layer over anchor-layer underlayment.

1. Completely cover anchor-layer underlayment and install parallel with and starting at the eaves, with side laps offset halfway between side laps of underlying anchor layer.
2. Lap sides and ends as recommended in writing by manufacturer, but not less than 4 inches for side laps and 6 inches for end laps.
3. Stagger end laps from anchor-layer end laps and between succeeding top courses at interval recommended in writing by manufacturer, but not less than 72 inches.
4. Fasten with underlayment nails.
5. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.

D. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free.

1. Comply with low-temperature installation restrictions of underlayment manufacturer.
2. Install lapped in direction that sheds water.
3. Lap sides not less than 4 inches.
4. Lap ends not less than 6 inches, staggered 24 inches between succeeding courses.
5. Roll laps with roller.
6. Prime concrete, masonry, and metal surfaces to receive self-adhering, polymer-modified bitumen sheet.
7. Single-Layer Installation: Install over entire roof deck.
8. Top-Layer Installation: Install as second layer over anchor-layer underlayment.

    a. Completely cover anchor-layer underlayment.
    b. Offset side laps halfway between side laps of underlying anchor layer and offset end laps from those of underlying anchor layer at least 72 inches.

9. Water and Ice-Dam Protection Installation: Install on roof deck where indicated on Drawings.

    a. Eaves: Extend from edges of eaves 36 inches beyond interior face of exterior wall.
    b. Rakes: Extend from edges of rakes 36 inches beyond interior face of exterior wall.
    c. Valleys: Extend from lowest to highest point 18 inches on each side of centerline.
    d. Hips: Extend 18 inches on each side.
    e. Ridges: Extend 36 inches on each side.
    f. Sidewalls: Extend 18 inches beyond sidewalls and return vertically against sidewalls not less than 4 inches.
    g. Dormers, Chimneys, Skylights, and Other Roof-Penetrating Elements: Extend 18 inches beyond penetrating elements and return vertically against penetrating elements not less than 4 inches.
    h. Roof-Slope Transitions: Extend 18 inches on each roof slope.

10. Cover underlayment within seven days.

E. Valley Underlayment: Install one layer of 36-inch-wide underlayment centered in valley, running full length of valley, and on top of underlayment on field of roof that is woven through valley. Install all layers of underlayment in and through valley tight with no bridging.

1. Use same underlayment as installed on field of roof.
2. Lap ends at least 12 inches in direction that sheds water, and seal with asphalt roofing cement.

3. Fasten to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.
4. Solidly cement valley underlayment to roof-field underlayment that is woven through valley using asphalt roofing cement.

3.3 INSTALLATION OF METAL FLASHING AND TRIM

A. Install metal flashings and other sheet metal to comply with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."

1. Install metal flashings in accordance with concrete-roof-tile manufacturer's written instructions and recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems."

B. Apron Flashings: Extend lower flange over and beyond each side of downslope tile roofing and up the vertical surface.

C. Step Flashings: Install with a headlap of 4 inches and extend both horizontally and vertically. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying tile. Fasten to roof deck only.

D. Cricket and Backer Flashings: Install against roof-penetrating elements, extending concealed flange beneath upslope tile roofing and beyond each side.

E. Channel Flashings: Install over underlayment materials and fasten to roof deck.

F. Rake Pan Flashings: Install over underlayment materials and fasten to roof deck.

G. Counterflashings: Coordinate with installation of base flashing and fit tightly to base flashing. Lap joints a minimum of 4 inches secured in a waterproof manner.

1. Install in reglets or receivers.

H. Valley Flashings: Install centered in valleys, lapping ends at least 8 inches in direction that sheds water. Fasten upper end of each length to roof deck beneath overlap.

1. Secure hemmed flange edges into metal cleats spaced 24 inches apart and fastened to roof deck.
2. Adhere minimum 9-inch- wide strips of self-adhering, polymer-modified bitumen sheet to metal flanges and to underlying self-adhering, polymer-modified bitumen sheet. Place strips parallel to and over flanges so that they will be just concealed by installed tile.
3. Provide a closure at the end of the inverted-V profile of the valley metal to minimize water and ice infiltration.

I. Rake Drip Edges: Install over underlayment materials and fasten to roof deck.

J. Eave Drip Edges: Install below underlayment materials and fasten to roof deck.

K. Sheet Metal Ridge Vents: Install centered on and mechanically fasten to wood ridge. Adhere each side to concrete roof tile with elastomeric sealant.

1. Install fabric mesh over roof-deck air ventilation gaps to prevent insect entry.

L. Pipe Flashings: Form flashing around pipe penetrations and tile roofing. Fasten and seal to tile roofing.

3.4 INSTALLATION OF WOOD NAILERS

A. Install wood nailers securely fastened to roof deck at the following locations:

1. Hips.
2. Ridges.
3. Rakes.

B. Install beveled wood-cant nailers at eaves and securely fasten to roof deck.

C. Install nominal 1-by-2-inch wood-batten nailers horizontally in 48-inch lengths with ends separated by 1/2 inch, at spacing required by concrete-roof-tile manufacturer, and securely fasten to roof deck.

1. Install nominal 1-by-2-inch wood counter battens vertically spaced 24 inches apart and securely fasten to roof deck.

3.5 INSTALLATION OF CONCRETE ROOF TILES

A. Install concrete roof tiles in accordance with manufacturer's written instructions and recommendations in TRI/WSRCA's "Concrete and Clay Roof Tile Installation Manual" and NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" unless more stringent requirements are specified in this Section or indicated on Drawings.

1. Install tiles to resist wind forces resulting from design wind speeds indicated on Drawings.
2. Maintain uniform exposure and coursing of concrete roof tiles throughout roof.
3. Extend tiles 2 inches over eave fasciae.
4. Nail Fastening: Drive nails to clear the concrete roof tile so the tile hangs from the nail and is not drawn up.

a. Install wire through nail holes of cut tiles that cannot be nailed directly to roof deck, and fasten to nails driven into deck.

5. Wire-Tie Fastening: Install wire-tie systems and fasten concrete roof tiles in accordance with manufacturer's written instructions.
6. Mortar Setting: Install concrete roof tiles in accordance with manufacturer's written instructions and acceptance criteria of authorities having jurisdiction.
7. Foam-Adhesive Setting: Install concrete roof tiles in accordance with adhesive and tile manufacturers' written instructions and acceptance criteria of authorities having jurisdiction.
8. Storm Clips: Install to capture edges of longitudinal sides of concrete roof tiles and securely fasten to roof deck.
9. Tile Locks: Install to support and lock overlying tile butts to underlying tiles.

10. Cut and fit concrete roof tiles neatly around roof vents, pipes, ventilators, and other projections through roof. Fill voids with mortar.
11. Install concrete roof tiles with color blend approved by Architect.

B. Low-Profile, Flat-Shingle Concrete-Roof-Tile Installation:

1. Maintain 2-inch headlap between succeeding courses of concrete roof tiles.
2. Offset joints by half the concrete-roof-tile width in succeeding courses.
3. Extend concrete roof tiles 1 inch over fasciae at rakes.
4. Install ridge tiles in V-ridge saddle configuration with laps facing away from prevailing wind. Seal laps with elastomeric sealant.

    a. Close voids where ridge tiles meet concrete roof tiles with mortar struck with face of ridge cover tiles.

5. Install hip tiles in saddle configuration. Seal laps with elastomeric sealant.

    a. Fill voids with mortar where hip tiles meet concrete roof tiles, and strike mortar flush with face of hip cover tiles.

C. Open Valleys: Cut concrete roof tiles at open valleys to form straight lines. Maintain uniform width of exposed open valley from highest to lowest point.

1. Drill or notch cut valley tiles and wire-tie to fastener placed clear of valley metal flashings.
2. Do not nail tiles to metal flashings.

D. Closed Valleys: Cut concrete roof tiles at closed valleys to form straight lines, trimming upper concealed corners of tiles. Maintain uniform gap of 1/2 to 3/4 inch on either side of water diverter at valley centerline.

1. Drill or notch cut valley tiles and wire-tie to fastener placed clear of valley metal flashings.
2. Do not nail tiles to metal flashings.

E. Remove and replace damaged or broken concrete roof tiles.

3.6 INSTALLATION OF RIDGE VENTS

A. Rigid-Plastic Ridge Vents: Install continuous ridge vents over concrete roof tiles in accordance with manufacturer's written instructions. Fasten with nails of sufficient length to penetrate substrate.

B. Flexible Ridge Vent: Install continuous-roll ridge vents over concrete roof tiles in accordance with manufacturer's written instructions.

3.7 ROOFING INSTALLER'S WARRANTY

A. WHEREAS _____ of _____ herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:

1. Owner: OMB/DFM.
2. Address: Thomas Collins Building, 540 S. Dupont Highway, Suite 1 (3rd Floor), Dover DE 19901.
3. Building Name/Type: Legislative Hall.
4. Address: 411 Legislative Ave, Dover DE 19901.
5. Area of Work: Slopped Roof.
6. Acceptance Date: _____.
7. Warranty Period: 30 years.
8. Expiration Date: _____.

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that, during Warranty Period, Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:

   a. Lightning;
   b. Peak gust wind speed exceeding 110 mph;
   c. Fire;
   d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
   e. Faulty construction of copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
   f. Vapor condensation on bottom of roofing; and
   g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer to perform the alterations, Warranty shall not become null and void unless Roofing

Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this <**Insert day**> day of <**Insert month**>, <**Insert year**>.

1. Authorized Signature: <**Insert signature**>
2. Name: <**Insert name**>.
3. Title: <**Insert title**>.

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SECTION 07 46 16 - ALUMINUM SIDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes aluminum for repairs at existing cupola siding and soffits.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For aluminum siding and soffit including related accessories.

1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

B. Research/evaluation reports.

C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for fabrication and installation.

1. Build mockup of typical wall area as shown on Drawings.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace products that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ALUMINUM SIDING

A. Aluminum Siding: Formed and coated product complying with AAMA 1402.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Gentek Building Products, Inc.
b. Kaycan Ltd.
c. Knotwood; a brand of Omnimax International.
d. Mastic Home Exteriors; PLY GEM Siding Group.
e. Norandex Building Materials Distribution, Inc.
f. Rollex Corporation.

B. Horizontal Pattern: To match existing.

C. Vertical Pattern: To match existing.

D. Texture: To match existing.

E. Nominal Thickness: To match existing.

F. Insulation: Manufacturer's standard integral insulation panels.

G. Finish: Manufacturer's standard.

1. Colors: As selected by Architect from manufacturer's full range of colors.

2.2 ACCESSORIES

A. Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.

1. Provide accessories made from same material as and/or matching color and texture of adjacent siding unless otherwise indicated.

B. Aluminum Accessories: Where aluminum accessories are indicated, provide accessories complying with AAMA 1402.

1. Texture: To match existing.
2. Nominal Thickness: .
3. Finish: Manufacturer's standard.

C. Colors for Decorative Accessories: As selected by Architect from manufacturer's full range of colors.

D. Flashing: Provide aluminum flashing complying with Section 07 62 00 "Sheet Metal Flashing and Trim" at window and door heads and where indicated.

1. Finish for Aluminum Flashing: Same as aluminum siding.

E. Fasteners:

1. For fastening to wood, use siding nails of sufficient length to penetrate a minimum of 1 inch into substrate.
2. For fastening to metal, use ribbed bugle-head screws of sufficient length to penetrate a minimum of 1/4 inch, or three screw-threads, into substrate.
3. For fastening aluminum, use aluminum fasteners. Where fasteners are exposed to view, use prefinished aluminum fasteners in color to match item being fastened.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

1. Center nails in elongated nailing slots without binding siding to allow for thermal movement.

B. Install aluminum siding and soffit and related accessories according to AAMA 1402.

1. Install fasteners no more than 24 inches o.c.

C. Install joint sealants as specified in Section 07 92 00 "Joint Sealants" and to produce a weathertight installation.

D. Where aluminum siding contacts dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape or installing nonconductive spacers as recommended by manufacturer for this purpose.

3.2 ADJUSTING AND CLEANING

A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.

B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

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SECTION 07 53 23 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

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. Adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
2. Substrate board.
3. Vapor retarder.
4. Roof insulation.
5. Cover board.
6. Walkways.

B. Related Requirements:

1. Section 06 10 00 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 07 62 00 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
3. Section 07 92 00 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.3 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

A. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review deck substrate requirements for conditions and finishes, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

B. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interface with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness if insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.
4. Tapered insulation, thickness, and slopes.
5. Roof plan showing orientation of steel roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system.
6. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
7. Tie-in with air barrier.

C. Samples for Verification: For the following products:

1. Roof membrane and flashings of color required.

2. Aggregate surfacing material in gradation and color required.
3. Roof paver in each color and texture required.
4. Walkway pads or rolls, of color required.

D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

a. Submit evidence of complying with performance requirements.

2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.

D. Evaluation Reports: For components of roofing system, from ICC-ES.
1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

E. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, substrate board, roof pavers, and other components of roofing system.
2. Warranty Period: 20 years from Date of Substantial Completion.

B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:

1. Warranty Period: Two years from Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.

1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.

B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897:

D. ENERGY STAR Listing: Roofing system shall be listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.

E. Energy Performance: Roofing system shall have an initial solar reflectance of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.

F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

G. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

A. EPDM Sheet: ASTM D4637/D4637M, Type I, nonreinforced, self-adhering EPDM sheet with factory-applied seam tape.

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. Carlisle SynTec Incorporated.
b. Firestone Building Products.
c. GenFlex Roofing Systems.
d. International Diamond Systems.
e. Johns Manville; a Berkshire Hathaway company.

f. Lexcan Limited.
g. Mule-Hide Products Co., Inc.
h. Roofing Products International, Inc.
i. Versico Roofing Systems.

2. Thickness: 60 mils, nominal.
3. Exposed Face Color: Black.

2.3 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.

1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.

B. Sheet Flashing: 60-mil-thick EPDM, partially cured or cured, according to application.

C. Protection Sheet: Epichlorohydrin or neoprene nonreinforced flexible sheet, 55 to 60 mils thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.

D. Slip Sheet: ASTM D2178/D2178M, Type IV; glass fiber; asphalt-impregnated felt.

E. Slip Sheet: Manufacturer's standard, of thickness required for application.

F. Vented Base Sheet: ASTM D4897/D4897M, Type II; nonperforated, asphalt-impregnated fiberglass reinforced, with mineral granular patterned surfacing on bottom surface.

G. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

H. Roof Vents: As recommended by roof membrane manufacturer.

1. Size: Not less than 4 inch diameter.

I. Bonding Adhesive: Manufacturer's standard.

J. Modified Asphaltic Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard modified asphalt, asbestos-free, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.

K. Water-Based, Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard water-based, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.

L. Low-Rise, Urethane, Fabric-Backed Membrane Adhesive: Roof system manufacturer's standard spray-applied, low-rise, two-component urethane adhesive formulated for compatibility and use with fabric-backed membrane roofing.

M. Seaming Material: Factory-applied seam tape, width as recommended by manufacturer.

N. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.

O. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.

P. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.

Q. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick, prepunched.

R. Ballast Retaining Bar: Perimeter securement system consisting of a slotted extruded-aluminum retention bar with an integrated compression fastening strip.

1. Fasteners: 1-1/2-inch stainless steel fasteners with neoprene washers.

S. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.

T. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

1. Provide black flashing accessories for black EPDM membrane roofing.

2.4 ROOF INSULATION

A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer.

B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.

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. Atlas EPS; a Division of Atlas Roofing Corporation.
b. Atlas Roofing Corporation.
c. Carlisle SynTec Incorporated.
d. Dyplast Products.
e. Firestone Building Products.
f. Flex Membrane International Corp.
g. GAF.
h. Hunter Panels.
i. Insulfoam; Carlisle Construction Materials Company.
j. Johns Manville; a Berkshire Hathaway company.
k. Rmax, Inc.

2. Compressive Strength: 20 psi.
3. Size: 48 by 48 inches.
4. Thickness:

    a. Base Layer: 1-1/2 inches.
    b. Upper Layer: As required for minimum 30 R-value for roof assembly unless otherwise indicated.

C. Tapered Insulation: Provide factory-tapered insulation boards.

1. Material: Match roof insulation.
2. Minimum Thickness: 1/4 inch.
3. Slope:

    a. Roof Field: 1/4 inch per foot unless otherwise indicated on Drawings.
    b. Saddles and Crickets: 1/2 inch per foot unless otherwise indicated on Drawings.

2.5 INSULATION ACCESSORIES

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.

C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:

1. Modified asphaltic, asbestos free, cold-applied adhesive.
2. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.
3. Full-spread, spray applied, low-rise, two-component urethane adhesive.

D. Cover Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum substrate, or ASTM C1278/C1278M, fiber-reinforced gypsum board.

1. Provide and install cover boards only upon Owner’s acceptance of Add Alternate No. 7.
2. 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. Georgia-Pacific Gypsum LLC.
    b. National Gypsum Company.
    c. USG Corporation.

3. Thickness: 1/2 inch.
4. Surface Finish: Factory primed.

2.6 ASPHALT MATERIALS

A. Roofing Asphalt: ASTM D312/D312M, Type III or Type IV.

B. Asphalt Primer: ASTM D41/D41M.

2.7 WALKWAYS

A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch thick and acceptable to roofing system manufacturer.

1. Size: Approximately 36 by 60 inches
2. Color: Contrasting with roof membrane.
3. Refer to drawings for location and layout.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 05 31 00 "Steel Decking."
4. Verify that minimum curing period recommended by roof system manufacturer for lightweight insulating concrete roof decks has passed.
5. Verify any damaged sections of cementitious wood-fiber decks have been repaired or replaced.
6. Verify adjacent cementitious wood-fiber panels are vertically aligned to within 1/8 inch at top surface.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.

1. Submit test result within 24 hours of performing tests.

a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

D. Install sound-absorbing insulation strips according to acoustical roof deck manufacturer's written instructions.

3.3 INSTALLATION OF ROOFING, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

C. Install roof membrane and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing system.

D. Coordinate installation and transition of roofing system with adjacent clay tile roofing and other roofing components.

3.4 INSTALLATION OF SUBSTRATE BOARD

A. Install substrate board with long joints in continuous straight lines, with end joints staggered not less than 24 inchesin adjacent rows.

1. At steel roof decks, install substrate board at right angle to flutes of deck.

a. Locate end joints over crests of steel roof deck.

2. Tightly butt substrate boards together.
3. Cut substrate board to fit tight around penetrations and projections, and to fit tight to intersecting sloping roof decks.
4. Fasten substrate board to top flanges of steel deck according to recommendations in FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification.
5. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to roofing system manufacturers' written instructions.
6. Loosely lay substrate board over roof deck.

3.5 INSTALLATION OF VAPOR RETARDER

A. Polyethylene Film: Loosely lay polyethylene-film vapor retarder in a single layer over area to receive vapor retarder, side and end lapping each sheet a minimum of 2 and 6 inches, respectively.

1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
2. Continuously seal side and end laps with tape.

B. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 and 6 inches, respectively.

1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
2. Seal laps by rolling.

C. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.6 INSTALLATION OF INSULATION

A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.

B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.

C. Installation Over Metal Decking:

1. Install base layer of insulation with joints staggered not less than 24 inches in adjacent rows.

a. Locate end joints over crests of decking.
b. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
d. Make joints between adjacent insulation boards not more than 1/4 inch in width.
e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.

1) Trim insulation so that water flow is unrestricted.

f. Fill gaps exceeding 1/4 inch with insulation.
g. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

h. Mechanically attach base layer of insulation and substrate board using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to metal decks.

1) Fasten insulation according to requirements in FM Approvals' RoofNav for specified Windstorm Resistance Classification.
2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.

2. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.

a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
b. Install with long joints continuous and with end joints staggered not less than 12 inches in adjacent rows.
c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
d. Make joints between adjacent insulation boards not more than 1/4 inch in width.
e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
f. Trim insulation so that water flow is unrestricted.
g. Fill gaps exceeding 1/4 inch with insulation.
h. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
i. Adhere each layer of insulation to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:

1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

j. Fasten slip sheet to resist specified uplift pressure at corners, perimeter, and field of roof.

3. Install base layer of insulation with joints staggered not less than 24 inches in adjacent rows.

a. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
c. Make joints between adjacent insulation boards not more than 1/4 inch in width.
d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.

1) Trim insulation so that water flow is unrestricted.

e. Fill gaps exceeding 1/4 inch with insulation.
f. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

1) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.

4. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.

a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
c. Make joints between adjacent insulation boards not more than 1/4 inch in width.
d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.

1) Trim insulation so that water flow is unrestricted.

e. Fill gaps exceeding 1/4 inch with insulation.
f. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
g. Adhere each layer of insulation to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:

1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

D. Installation Over Lightweight Insulating Concrete Roof Decks:

1. Mechanically fasten vented base sheet to lightweight insulating concrete, with vented side down, using mechanical fasteners specifically designed and sized for fastening to lightweight insulating concrete roof decks.

a. Fasten vented base sheet according to requirements in FM Approvals' RoofNav for specified Windstorm Resistance Classification.
b. Fasten vented base sheet to resist uplift pressure at corners, perimeter, and field of roof.

2. Install base layer of insulation with joints staggered not less than 24 inches in adjacent rows.

a. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
c. Make joints between adjacent insulation boards not more than 1/4 inch in width.
d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.

1) Trim insulation so that water flow is unrestricted.

e. Fill gaps exceeding 1/4 inch with insulation.

f. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
g. Adhere base layer of insulation to vented base sheet according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:

1) Set insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.
2) Set insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
3) Set insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.

a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
c. Make joints between adjacent insulation boards not more than 1/4 inch in width.
d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.

1) Trim insulation so that water flow is unrestricted.

e. Fill gaps exceeding 1/4 inch with insulation.
f. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
g. Adhere each layer of insulation to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:
1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

3.7 INSTALLATION OF ADHERED ROOFING

A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.

B. Unroll membrane roof membrane and allow to relax before installing.

C. Start installation of roofing in presence of roofing system manufacturer's technical personnel and Owner's testing and inspection agency.

D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.

F. Hot Roofing Asphalt: Apply a solid mopping of hot roofing asphalt to substrate at temperature and rate required by manufacturer, and install fabric-backed roofing. Do not apply to splice area of roof membrane.

G. Fabric-Backed Roof Membrane Adhesive: Apply to substrate at rate required by manufacturer, and install fabric-backed roof membrane.

H. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.

I. Apply roof membrane with side laps shingled with slope of roof deck where possible.

J. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.

1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
2. Apply lap sealant and seal exposed edges of roofing terminations.
3. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.

K. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.

1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
2. Apply lap sealant and seal exposed edges of roofing terminations.

L. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.

1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
2. Apply lap sealant and seal exposed edges of roofing terminations.

M. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.

N. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

O. Adhere protection sheet over roof membrane at locations indicated.

3.8 INSTALLATION OF BASE FLASHING

A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.

E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.9 INSTALLATION OF COATINGS

A. Apply coatings to roof membrane and base flashings according to manufacturer's written recommendations, by spray, roller, or other suitable application method.

3.10 INSTALLATION OF WALKWAYS

A. Roof-Paver Walkways: Install walkway roof pavers according to manufacturer's written instructions.

1. Install roof paver walkways at the following locations:

   a. Perimeter of each rooftop unit.
   b. Between each rooftop unit location creating a continuous path connecting rooftop unit locations.
   c. Between each roof hatch and each rooftop unit location or path connecting rooftop unit locations.
   d. Top and bottom of each roof access ladder.
   e. Between each roof access ladder and each rooftop unit location or path connecting rooftop unit locations.
   f. Locations indicated on Drawings.
   g. As required by roof membrane manufacturer's warranty requirements.

2. Provide 3 inches of space between adjacent roof pavers.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.

B. A roof inspection is required by manufacturer before warranty issue. Revise scope of inspection and source of report to a qualified roofing consultant or an independent testing and inspecting agency if preferred.

C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.

D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

E. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.12 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.13 ROOFING INSTALLER'S WARRANTY

A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: OMB/DFM.
2. Address: Thomas Collins Building, 540 S. Dupont Highway, Suite 1 (3rd Floor), Dover DE 19901.
3. Building Name/Type: Legislative Hall.
4. Address: 411 Legislative Ave, Dover DE 19901.
5. Area of Work: Flat Flat Roof.
6. Acceptance Date: _____.
7. Warranty Period: 30 years.
8. Expiration Date: _____.

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:

a. lightning;

b. peak gust wind speed exceeding 110 mph.
c. fire;
d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
f. vapor condensation on bottom of roofing; and
g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building content resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 07 53 23

SECTION 07 61 00 - SHEET METAL ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes custom-fabricated, flat-seam sheet metal roofing.

B. Related Requirements:

1. Section 06 10 00 "Rough Carpentry" for wood battens required for batten-seam sheet metal roofing if not specified in this Section.
2. Section 07 72 53 "Snow Guards" for prefabricated devices designed to hold snow on the roof surface, allowing it to melt and drain off slowly.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Roofing sheet metal.
2. Underlayment materials.
3. Fasteners.
4. Sealant tape.
5. Elastomeric sealant.
6. Butyl sealant.
7. Each gauge and temper of sheet metal to be used.

B. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and panel installation layouts, expansion joint locations, points of fixity, and keyed details. Distinguish between shop- and field-assembled Work.
3. Include details for forming, including seams and dimensions.
4. Include details for joining and securing, including layout and spacing of fasteners, cleats, and other attachments. Include pattern of seams.
5. Include details of expansion joints, including showing direction of expansion and contraction from points of fixity.
6. Include details of roof penetrations.
7. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, corners, flashings, and counterflashings.
8. Include details of special conditions.
9. Include details of connections to adjoining work.

C. Samples: For each exposed product and for each color and texture specified, 12 inches long by actual width.

D. Mock-ups: Prior to start of work, submit mock-up for:

1. Soldering
2. Flat seam roofing installation.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Roof plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved.

B. Evaluation Reports: For self-adhering, high-temperature sheet underlayment, from ICC-ES.

C. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing sheet metals and accessories to include in maintenance manuals.

B. Special warranties.

1.6 QUALITY ASSURANCE

A. Sheet Copper Roof Specialist Qualifications: Engage an experienced Sheet Copper Roofing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing prefabricated metal roof panels is insufficient experience for Sheet Metal Roofing Replacement work.

1. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that sheet metal roofing work is in progress. Supervisors shall speak read and understand English fluently and must be fluent in all languages spoken by all Restoration Workers.
2. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing.
3. Copper Sheet Metal Roofing Worker Qualifications: assign at least one worker per crew who is trained and certified by manufacturer of specified product when certification is required.

B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools specified. Include provisions for supervising performance and preventing damage due to worker fatigue.

C. Build mockups to set quality standards for materials and execution.

1. Build mockups for copper sheet metal roofing including related roofing materials.

a. Size: 48 inches long by 48 inches wide.
b. Include gutter complying with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish of replacement sheet metal roofing that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Sheet metal roofing system, including, but not limited to, metal roof panels, cleats, anchors and fasteners, sheet metal flashing integral with sheet metal roofing, fascia panels, trim, underlayment, and accessories, shall comply with requirements without failure due to defective manufacture, fabrication, or installation, or due to other defects in construction. Sheet metal roofing shall remain watertight.

B. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or indicated on Drawings.

C. Copper Roofing Standard: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are specified or indicated on Drawings.

D. Copper & Common Sense, published by Revere Copper Products, Inc.

E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.

1. Temperature Change: 0° F minimum to 175° F maximum, adjusting fit up for surface temperature at time of installation.

2.2 ROOFING SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Copper Sheet: ASTM B370 cold-rolled copper sheet, H00 temper, minimum 99.9% copper content.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Hussey Copper Ltd.
b. Revere Copper Products, Inc.

2. Weight (Thickness): 20 oz./sq. ft. unless otherwise indicated.
3. Nonpatinated Exposed Finish: Mill.
4. Seam cleats: Same as sheet metal roofing, mill formed and punched per details.

2.3 UNDERLAYMENT MATERIALS

A. Felts: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felts.

B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F; and complying with physical requirements of ASTM D226/D226M for Type I and Type II felts.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Atlas Molded Products; a Division of Atlas Roofing Corporation.
b. Intertape Polymer Group.
c. Kirsch Building Products, LLC.
d. SOPREMA Advanced Polymer Products Inc.

C. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Carlisle WIP Products; a brand of Carlisle Construction Materials.
b. GCP Applied Technologies Inc.
c. Henry Company.
d. Metal-Fab Manufacturing, a Drexel Metals Company.
e. Owens Corning.
f. Polyglass U.S.A., Inc.

g. Protecto Wrap Company.
h. SDP Advanced Polymer Products Inc.

2. Thermal Stability: ASTM D1970/D1970M; stable after testing at 240 deg F or higher.
3. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F or lower.

D. Slip Sheet: Rosin-sized building paper, 5 lb/100 sq. ft. minimum, smooth, unsaturated.

2.4 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete roofing system and as recommended by primary sheet metal manufacturer unless otherwise indicated.

B. Wood Battens: Lumber according to requirements for nailers for roofing in Section 06 10 00 "Rough Carpentry."

C. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.

1. General:

a. Exposed Fasteners: Heads matching color of sheet metal roofing, using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of roofing.
b. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed; with hex-washer head.
c. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.

2. Fasteners for Copper Sheet: Copper fasteners, rivets, and nails:

a. Head: 7/16” min. diameter.
b. Shank: 11 gauge diameter
c. Length: sufficient to penetrate the receiving piece at least ½ fastener length, 7/8” minimum.

3. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.

D. Solder:

1. For Copper: ASTM B32, Grade Sn50, 50 percent tin and 50 percent lead:

a. Flux: Muriatic acid neutralized with zinc.
b. Iron: 3 pound min.

E. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

F. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal roofing and remain watertight.

1. Including low-modulus, one-component polyurethane based compound for high expansion-contraction application.

G. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D1187.

I. Underlayment Adhesive:

1. Cold-Applied Asphalt Adhesive: ASTM D3019, Type III, asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive, specially formulated for compatibility and use with underlayment.
2. Cold-Applied Polymer-Modified Asphalt Adhesive: Underlayment manufacturer's standard solvent-and asbestos-free, cold-applied adhesive specially formulated for compatibility and use with underlayment.

2.5 ACCESSORIES

A. Sheet Metal Accessories: Provide components required for complete sheet metal roofing assembly, including trim, fasciae, corner units, clips, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items. Match material and finish of sheet metal roofing unless otherwise indicated.

1. Cleats: Intermittent and continuous attachment devices for mechanically seaming into joints and formed from the following materials and thicknesses unless otherwise indicated:

a. Copper Roofing: 20- oz./sq. ft. copper sheet.

2. Expansion-Type Cleats: Cleats of a design that allows longitudinal movement of roof panels without stressing panel seams; of same material as other cleats.
3. Backing Plates: Plates at roofing splices, fabricated from material recommended by SMACNA's "Architectural Sheet Metal Manual."
4. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible-closure strips; cut or premolded to match sheet metal roofing profile. Provide closure strips where necessary to ensure weathertight construction.
5. Flashing and Trim: Formed from same material and with same finish as sheet metal roofing.
   a. Copper: ASTM B730, cold rolled, H00, 20 oz./sf. Copper sheet.

B. Pipe Flashing: Premolded, EPDM pipe collar with flexible aluminum ring bonded to base.

2.6 FABRICATION

A. Custom fabricate sheet metal roofing to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions (panel width and seam height), geometry, metal thickness, and other characteristics of installation. Fabricate sheet metal roofing and accessories in shop to greatest extent possible.

1. Flat-Seam Roofing: Form flat-seam panels from metal sheets sizes per drawings, with notched and folded edges per drawing.

B. Form exposed sheet metal work to fit substrates with little oil canning; free of buckling and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.

1. Lay out sheet metal roofing, so transverse seams, if required, are made in direction of flow, with higher panels overlapping lower panels.
2. Offset transverse seams from each other 12 inches inches minimum.
3. Fold and cleat eaves and transverse seams in shop.
4. Form and fabricate sheets, seams, strips, cleats, valleys, ridges, edge treatments, integral flashings, and other components of metal roofing to profiles, patterns, and drainage arrangements indicated on Drawings and as required for leakproof construction.

C. Expansion Provisions: Fabricate sheet metal roofing to allow for expansion in running work sufficient to prevent leakage, damage, and deterioration of the Work.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to SMACNA's "Architectural Sheet Metal Manual."

E. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item required. Obtain field measurements for accurate fit before shop fabrication.

1. Form exposed sheet metal accessories without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
2. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
3. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant.
5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces of accessories exposed to view.
6. Fabricate cleats and attachment devices of sizes recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.

F. Do not use graphite pencils to mark metal surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking, that tops of fasteners are flush with surface, and that installation is within flatness tolerances required for finished roofing installation.

B. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

C. Examine roughing-in for components and systems penetrating sheet metal roofing to verify actual locations of penetrations relative to seam locations of sheet metal roofing before installation.

3.2 PREPARATION

A. Lay out panel arrangement before installation of sheet metal roofing.

3.3 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal roofing.

1. Install in shingle fashion to shed water, with lapped joints of not less than 4 inches.
2. Apply from eave to ridge.
3. Apply on roof not covered by self-adhering sheet underlayment.

B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, using adhesive where possible to minimize use of mechanical fasteners under sheet metal.

1. Apply from eave to ridge.
2. Apply on roof not covered by self-adhering sheet underlayment.
3. Lap horizontal joints not less than 4 inches.
4. Lap end joints not less than 12 inches.

C. Self-Adhering High-Temperature Sheet Underlayment:

1. Install self-adhering high-temperature sheet underlayment, wrinkle free.
2. Prime substrate if recommended by underlayment manufacturer.
3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses.

a. Roof slopes less than 5.12: lap underlayments 19", producing 2 plies.

5. Overlap side edges not less than 4 inches.
6. Roll laps and edges with roller.
7. Cover underlayment within 14 days of installation.
8. Install self-adhering high-temperature underlayment at the following locations:

a. Roof perimeter for a distance up from eaves of 36 inchesbeyond interior wall line, or as noted in drawings.
b. Valleys, from lowest to highest point, for a distance on each side of 24 inches, unless otherwise noted on drawings.
c. Rake edges for a distance of 24 inches.
d. Hips and ridges for a distance on each side of 24 inches.
e. Roof-to-wall intersections for a distance from wall of 24 inches.
f. Around dormers, chimneys, skylights, and other penetrating elements for a distance from element of 24 inches.
g. Below entire area of integral gutters, up from eaves a minimum of 36 inches beyond interior wall line, but not less than 24 inches up from ridge side of gutter.
h. Directional transitions for a distance of 12 inches in each direction.

D. Install slip sheet, wrinkle free, directly on substrate before installing sheet metal roofing and related flashing, unless otherwise noted on drawings.

1. Install in shingle fashion to shed water, with lapped joints of not less than 4 inches.

E. Install flashings to cover underlayment according to requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."

3.4 INSTALLATION, GENERAL

A. Install sheet metal roofing to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to installation characteristics required unless otherwise indicated on Drawings.

1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required for complete roofing system.
2. Install sheet metal roofing true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder.
3. Anchor sheet metal roofing and other components of the Work securely in place, with provisions for thermal and structural movement.
4. Do not field cut sheet metal roofing by torch.
5. Provide metal closures at rake edges, rake walls, eaves and each side of ridge and hip caps.
6. Flash and seal sheet metal roofing with closure strips at eaves, rakes, and perimeter of all openings. Fasten with self-tapping screws.
7. Locate and space fastenings in uniform vertical and horizontal alignment. Predrill panels for fasteners.
8. Install ridge and hip caps as sheet metal roofing work proceeds.
9. Lap metal flashing over sheet metal roofing to direct moisture to run over and off roofing.
10. Do not use graphite pencils to mark metal surfaces.

B. Thermal Movement: Rigidly fasten metal roof panels to structure at only one location for each panel.

1. Allow remainder of panel to move freely for thermal expansion and contraction.
2. Avoid attaching accessories through roof panels in manner that inhibits thermal movement.

C. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

D. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended in SMACNA's "Architectural Sheet Metal Manual."

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Fasciae:

1. Align bottom of sheet metal roofing and fasten with blind rivets, bolts, or self-tapping screws.
2. Flash and seal sheet metal roofing with closure strips where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.5 CUSTOM-FABRICATED SHEET METAL ROOFING INSTALLATION

A. Install sheet metal roofing system with lines and corners of exposed units true and accurate.

1. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering metal temper and reflectivity.
2. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
3. Fold back sheet metal to form hem on concealed side of exposed edges unless otherwise indicated.

B. Install cleats to hold sheet metal roofing panels in position.

1. Attach each cleat with at least two fasteners to prevent rotation.
2. Space cleats not more than 12 inches o.c., unless noted otherwise.
3. Bend tabs over fastener head.
4. Provide expansion-type cleats for roof panels that exceed 30 feet in length.

C. Seal joints as required for watertight construction. For roofing with 3:12 slopes or less, use cleats at transverse seams.

1. Use sealant-filled joints unless otherwise indicated.

a. Embed hooked flanges of joint members not less than 1 inch into sealant.

b. Form joints to completely conceal sealant.
c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
d. Adjust setting proportionately for installation at higher ambient temperatures.
e. Do not install sealant-type joints at temperatures below 40 deg F.

2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

D. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.

1. Pre-tin edges of sheets with solder to a width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
2. Do not use torches for soldering.
3. Heat surfaces to receive solder, and flow solder into joint.

a. Fill joint completely.
b. Completely remove flux and spatter from exposed surfaces.

4. Stainless Steel Soldering:

a. Tin edges of uncoated sheets, using solder for stainless steel and acid flux.
b. Promptly remove acid flux residue from metal after tinning and soldering.
c. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

5. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

E. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

F. Flat-Seam Roofing:

1. Attach flat-seam metal panels to substrate with cleats, starting at eave and working upward toward ridge.
2. After panels are in place, mallet seams tight and solder.
3. Attach roofing panels with cleats spaced not more than 24 inches o.c., unless otherwise noted. Lock and solder panels to base flashing.
4. Attach edge flashing to face of roof edge with continuous cleat fastened to roof substrate at 12- inch o.c., spacing unless otherwise noted. Lock panels to edge flashing and solder.

3.6 ACCESSORY INSTALLATION

A. Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion.

1. Coordinate installation with flashings and other components.
2. Install components required for complete sheet metal roofing assembly, including trim, seam covers, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items.

3. Install accessories integral to sheet metal roofing that are specified in Section 07 62 00 "Sheet Metal Flashing and Trim" to comply with that Section's requirements.

B. Flashing and Trim: Comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual."

1. Provide concealed fasteners where possible, and install units true to line, levels, and slopes.
2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
3. Install flashing and trim as required to seal against weather and to provide finished appearance, including, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
4. Install continuous strip of self-adhering underlayment at edge of continuous flashing overlapping self-adhering underlayment, where "continuous seal strip" is indicated in SMACNA's "Architectural Sheet Metal Manual" and on Drawings.
5. Install exposed flashing and trim without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
6. Install sheet metal flashing and trim to fit substrates, and to result in waterproof and weather-resistant performance.
7. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.

    a. Space expansion joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
    b. Form expansion joints of intermediate hooked flanges, not less than 1 inch deep, and filled with butyl sealant concealed within joints.
    c. Use lapped expansion joints only where indicated on Drawings.

C. Pipe Flashing: Form flashing around pipe penetration and sheet metal roofing. Fasten and seal to sheet metal roofing as recommended in SMACNA's "Architectural Sheet Metal Manual."

D. Roof Curbs: Install flashing around bases where curbs meet sheet metal roofing.

3.7 CLEANING

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. On completion of sheet metal roofing installation, clean finished surfaces as recommended by sheet metal roofing manufacturer.

C. Clean and neutralize flux materials. Clean off excess solder.

D. Clean off excess sealants.

3.8 PROTECTION

A. Remove temporary protective coverings and strippable films as sheet metal roofing is installed unless otherwise indicated in manufacturer's written installation instructions.

B. Prohibit traffic of any kind on installed sheet metal roofing.

C. Maintain sheet metal roofing in clean condition during construction.

D. Replace sheet metal roofing components that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

3.1 DAILY CLEANING

A. Conduct cleaning at the end of each workday:

1. Keep walking and working surfaces clean.
2. Keep stairways, passageways, and gangways free of materials, supplies, and obstructions.
3. Pick-up and place all debris or trash in its proper container.
4. Hammer in, bend, or remove any protruding nails
5. Remove any items that aren't being used from the work area and store them in their proper place.

END OF SECTION 07 61 00

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SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manufactured reglets with counterflashing.
2. Formed roof-drainage sheet metal fabrications.
3. Formed low-slope roof sheet metal fabrications.
4. Formed steep-slope roof sheet metal fabrications.
5. Formed wall sheet metal fabrications.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Underlayment materials.
2. Elastomeric sealant.
3. Butyl sealant.
4. Epoxy seam sealer.
5. Each gauge and temper of sheet metal to be used.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counter flashings.
10. Include details of special conditions.
11. Include details of connections to adjoining work.

C. Samples: For each exposed product and for each color and texture specified, 12 inches long by actual width.

D. Mock-ups for each application.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested and FM Approvals approved.

B. Evaluation Reports: For copings and roof edge flashing, from an agency acceptable to authority having jurisdiction showing compliance with ANSI/SPRI/FM 4435/ES-1.

C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

B. Special warranty.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1. Sheet Copper Roof Specialist Qualifications: Engage an experienced sheet metal roofing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing prefabricated metal roof panels is insufficient experience for Sheet Metal Flashing and Trim Replacement work.
2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that sheet metal flashing and trim work is in progress. Supervisors shall speak read and understand English fluently and must be fluent in all languages spoken by all Restoration Workers.
3. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing.
4. Copper Sheet Metal Flashing and Trim Worker Qualifications: assign at least one worker per crew who is trained and certified by manufacturer of specified product when certification is required.

B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools specified. Include provisions for supervising performance and preventing damage due to worker fatigue.

C. Build mockups to set quality standards for materials and execution.

1. Include gutter complying with requirements in Section 07 62 00 "Sheet Metal Flashing and Trim."
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

D. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:

1. Design Pressure: As indicated on Drawings.

E. FM Approvals Listing: Manufacture and install roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-60, Class 1-75,

Class 1-90, Class 1-105, Class 1-120. Identify materials with name of fabricator and design approved by FM Approvals.

F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 0° F min. to 175° F maximum, adjusting fit up for surface temperature at line of installation.

2.2 SHEET METALS

A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Hussey Copper Ltd.
b. Revere Copper Products, Inc.

2. Nonpatinated, Exposed Finish: Mill.
3. Built-in gutters and scuppers: gage/weight 24 oz./sf.
4. Flashing: 20 oz./sf.

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F; and complying with physical requirements of ASTM D226/D226M for Type I and Type II felts.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Atlas Molded Products; a Division of Atlas Roofing Corporation.
b. Intertape Polymer Group.
c. Kirsch Building Products, LLC.
d. SDP Advanced Polymer Products Inc.

C. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer in accordance with underlayment manufacturer's written instructions.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Carlisle WIP Products; a brand of Carlisle Construction Materials.
    b. GCP Applied Technologies Inc.
    c. Henry Company.
    d. Metal-Fab Manufacturing, a Drexel Metals Company.
    e. Owens Corning.
    f. Polyglass U.S.A., Inc.
    g. Protecto Wrap Company.
    h. SDP Advanced Polymer Products Inc.

2. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F or lower.

D. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

A. Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

    a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
    c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

2. Fasteners for Copper Sheet: Copper.

C. Solder:

1. For Copper: ASTM B32, Grade Sn50, 50 percent tin and 50 percent lead.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

E. Elastomeric Sealant: ASTM C920, elastomeric polyurethane/polysulfide/silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

H. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.

I. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.

J. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with interlocking counterflashing on exterior face, of same metal as reglet.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Cheney Flashing Company.
    b. Fry Reglet Corporation.
    c. Heckmann Building Products, Inc.
    d. Hohmann & Barnard, Inc.
    e. Keystone Flashing Company, Inc.
    f. Metal-Era, Inc.
    g. National Sheet Metal Systems, Inc.
    h. OMG, Inc.

2. Material: Copper, 16 oz./sq. ft..
3. Surface Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
4. Stucco Type: Provide with upturned fastening flange and extension leg of length to match thickness of applied finish materials.
5. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
6. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
7. Accessories:

    a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
    b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.

8. Finish: No mill applied coatings.

2.5 FABRICATION, GENERAL

A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.

1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances:

1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

G. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

3. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Built-in Gutters:

1. Fabricate to cross section required, with riveted and soldered joints, complete with end pieces, outlet tubes, and other special accessories as required.
2. Fabricate in minimum 96-inch-long sections. Fabricate expansion joints and accessories from same metal as gutters unless otherwise indicated.
3. Fabricate gutters with built-in expansion joints and gutter-end expansion joints at walls.
4. Accessories: Wire-ball downspout strainer.
5. Fabricate from the following materials:

   a. Copper: 24 oz./sq. ft.

2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof Edge Flashing (Gravel Stop): Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long sections. Furnish with 6-inch-wide, joint cover plates.

1. Fabricate from the following materials:

   a. Stainless Steel: 0.0188 inch thick.

B. Copings: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, solder or weld watertight. Shop fabricate interior and exterior corners.

1. Fabricate from the following materials:

   a. Stainless Steel: 0.0250 inch thick.

C. Base Flashing: Fabricate from the following materials:

1. Copper: 20 oz./sq. ft..

D. Counterflashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

E. Roof-Penetration Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

F. Roof-Drain Flashing: Fabricate from the following materials:

1. Stainless Steel: 0.0156 inch thick.

2.8 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:

1. Copper: 20 oz./sq. ft.

B. Valley Flashing: Fabricate from the following materials:

1. Copper: 20 oz./sq. ft.

C. Drip Edges: Fabricate from the following materials:

1. Copper: 20 oz./sq. ft.

D. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:

1. Copper: 20 oz./sq. ft.

2.9 WALL SHEET METAL FABRICATIONS

A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch-long, but not exceeding 12-foot-long, sections, under coping, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch-high, end dams. Fabricate from the following materials:

1. Copper: 20 oz./sq. ft.

B. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 2-inch-high, end dams. Fabricate from the following materials:

1. Copper: 20 oz./sq. ft.

C. Wall Expansion-Joint Cover: Fabricate from the following materials:

1. Copper: 20 oz./sq. ft.

PART 3 - EXECUTION

3.1 INSTALLATION OF UNDERLAYMENT

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim.

1. Install in shingle fashion to shed water.
2. Lap joints not less than 2 inches.

B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, in accordance with manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.

1. Lap horizontal joints not less than 4 inches.
2. Lap end joints not less than 12 inches.

C. Self-Adhering, High-Temperature Sheet Underlayment:

1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.
2. Prime substrate if recommended by underlayment manufacturer.
3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses.
5. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller.
6. Roll laps and edges with roller.
7. Cover underlayment within 14 days.

D. Install slip sheet, wrinkle free, over underlayment or as noted on drawings before installing sheet metal flashing and trim.

1. Install in shingle fashion to shed water.
2. Lapp joints not less than 4 inches.

3.2 INSTALLATION, GENERAL

A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.

1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder.
3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
8. Do not field cut sheet metal flashing and trim by torch.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.

1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
3. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated.

a. Embed hooked flanges of joint members not less than 1 inch into sealant.
b. Form joints to completely conceal sealant.
c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
d. Adjust setting proportionately for installation at higher ambient temperatures.

1) Do not install sealant-type joints at temperatures below 40 deg F.

2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.

1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
2. Do not solder metallic-coated steel and aluminum sheet.
3. Do not pretin zinc-tin alloy-coated copper.
4. Do not use torches for soldering.
5. Heat surfaces to receive solder, and flow solder into joint.

a. Fill joint completely.
b. Completely remove flux and spatter from exposed surfaces.

6. Stainless Steel Soldering:

a. Tin edges of uncoated sheets, using solder for stainless steel and acid flux.

b. Promptly remove acid-flux residue from metal after tinning and soldering.
c. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

7. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Built-in Gutters:

1. Join sections with riveted and soldered joints.
2. Provide for thermal expansion.
3. Slope to downspouts.
4. Provide end closures and seal watertight with sealant.
5. Install underlayment layer in built-in gutter trough and extend to drip edge at eaves and under underlayment on roof sheathing.

a. Lap sides minimum of 2 inches over underlying course.
b. Lap ends minimum of 4 inches.
c. Stagger end laps between succeeding courses at least 72 inches.
d. Fasten with roofing nails.
e. Install slip sheet over underlayment.

6. Install gutter with expansion joints at locations indicated on Drawings, but not exceeding, 50 feet apart. Install expansion-joint caps.

C. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated on Drawings. Lap joints minimum of 4 inches in direction of water flow.

3.4 INSTALLATION OF ROOF FLASHINGS

A. Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard.

1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing:

1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.

3. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.

C. Copings:

1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated.

   a. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 24-inch centers.
   b. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch centers.

3. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.

D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless steel draw band and tighten.

E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.

1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
2. Extend counterflashing 4 inches over base flashing.
3. Lap counterflashing joints minimum of 4 inches.

F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.5 INSTALLATION OF WALL FLASHINGS

A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

C. Reglets: Installation of reglets is specified in Section 07 62 00 “Sheet Metal Flashing and Trim.”

3.6 INSTALLATION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.7 CLEANING

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

3.8 PROTECTION

A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

3.1 DAILY CLEANING

A. Conduct cleaning at the end of each workday:

1. Keep walking and working surfaces clean.
2. Keep stairways, passageways, and gangways free of materials, supplies, and obstructions.
3. Pick-up and place all debris or trash in its proper container.
4. Hammer in, bend, or remove any protruding nails
5. Remove any items that aren't being used from the work area and store them in their proper place.

END OF SECTION 07 62 00

SECTION 07 72 53 - SNOW GUARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pad-type, flat-mounted metal snow guards.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.

C. Samples:

1. Pad-Type Snow Guards: Full-size unit with installation hardware.

a. For units with factory-applied finishes, submit manufacturer's standard color selections.

D. Delegated-Design Submittal: For snow guards, include analysis reports signed and sealed by the qualified professional engineer responsible for their preparation.

1. Include calculation of number and location of snow guards.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer's experience with providing delegated design engineering services of the kind indicated, including documentation that the engineer is licensed in the state in which the Project is located.

B. Product Test Reports: For each type of snow guard, for tests performed by a qualified testing agency, indicating load at failure of attachment to roof system identical to roof system used on this Project.

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 snow guards, including attachment to roofing material and roof deck, applicable for attachment method, based on the following:

1. Roof snow load.
2. Snow drifting
3. Roof slope.

4. Roof type.
5. Roof dimensions.
6. Roofing substrate type and thickness.
7. Snow guard type.
8. Snow guard fastening method and strength.
9. Snow guard spacing.
10. Coefficient of Friction Between Snow and Roof Surface: 0.
11. Factor of Safety: 3.

B. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

C. Structural Performance: Snow guards shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated.

1. Snow Loads: As indicated on Drawings.

2.2 PAD-TYPE SNOW GUARDS

A. Pad-Type, Flat-Mounted Metal Snow Guards:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Alpine SnowGuards, a division of Vermont Slate & Copper Services, Inc.
b. Berger Building Products, Inc.
c. IceBlox Inc.
d. Rocky Mountain Snow Guards, Inc.
e. Sieger Snow Guards Inc.
f. TRA Snow and Sun, Inc.
g. Zaiesh Snow-Guard and Roofing Specialties Inc.
h. Or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install snow guards according to manufacturer's written instructions and approved delegated design submission.

B. Attachment for Tile Roofing:

1. Pad-Type, Flat-Mounted Snow Guards: Hook and mechanically anchored through each factory-prepared hole, concealed by roof tiles.

END OF SECTION 07 72 53

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Sealed joints to provide positive barrier against passage of moisture and air at masonry, masonry joints, metal-masonry joints, and metal-metal joints.

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Urethane joint sealants.
4. Immersible joint sealants.
5. Mildew-resistant joint sealants.
6. Latex joint sealants.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples: For each kind and color of joint sealant required.

C. 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.

D. Mock-up for each type of sealed joint.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Preconstruction laboratory test reports.

C. Preconstruction field-adhesion-test reports.

D. Field-adhesion-test reports.

E. Sample warranties.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C1021 to conduct the testing indicated.

1.6 PRECONSTRUCTION TESTING

A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Adhesion Testing: Use ASTM C794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Compatibility Testing: Use ASTM C1087 to determine sealant compatibility when in contact with glazing and gasket materials.
3. Stain Testing: Use ASTM C1248 to determine stain potential of sealant when in contact with masonry substrates.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adfast.
b. GE Construction Sealants; Momentive Performance Materials Inc.
c. May National Associates, Inc.; a subsidiary of Sika Corporation.
d. Pecora Corporation.
e. Sika Corporation; Joint Sealants.
f. The Dow Chemical Company.
g. Or approved equal.

2.3 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C1248.

B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. May National Associates, Inc.; a subsidiary of Sika Corporation.
b. Pecora Corporation.
c. Sika Corporation; Joint Sealants.
d. Tremco Incorporated.
e. Or approved equal.

2.4 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. BASF Corporation.
b. Bostik, Inc.
c. ER Systems; an ITW Company.
d. Everkem Diversified Products, Inc.
e. Pecora Corporation.
f. Permathane®/Acryl-R®; ITW Polymers Sealants North America.
g. Polymeric Systems, Inc.
h. Sherwin-Williams Company (The).

i. Sika Corporation; Joint Sealants.
j. Tremco Incorporated.
k. Or approved equal.

B. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Sika Corporation; Joint Sealants.
b. Or approved equal.

C. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 50, Uses T and NT.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. LymTal International Inc.
b. Or approved equal.

2.5 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adfast.
b. GE Construction Sealants; Momentive Performance Materials Inc.
c. May National Associates, Inc.; a subsidiary of Sika Corporation.
d. Pecora Corporation.
e. Soudal USA.
f. The Dow Chemical Company.
g. Tremco Incorporated.
h. Or approved equal.

C. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Everkem Diversified Products, Inc.

b. Franklin International.
c. May National Associates, Inc.; a subsidiary of Sika Corporation.
d. Pecora Corporation.
e. Sherwin-Williams Company (The).
f. Tremco Incorporated.

2.6 JOINT-SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adfast.
b. Alcot Plastics Ltd.
c. BASF Corporation.
d. Construction Foam Products; a division of Nomaco, Inc.
e. Or approved equal.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.7 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.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 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 laitance and form-release agents from concrete.
2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with ASTM C1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

1. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

3.3 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
   a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
   b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.

B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory.

Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

END OF SECTION 07 92 00

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SECTION 09 01 90.52 - MAINTENANCE REPAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes maintenance repainting as follows:

1. Removing existing paint.
2. Patching substrates.
3. Repainting.
4. On the following exterior substrate:

a. Wood
b. Aluminum siding

B. Related Requirements:

1. Section 01 35 16 "Alteration Project Procedures" for general remodeling, renovation, repair, and maintenance requirements.
2. Section 04 01 10 "Masonry Cleaning" for cleaning and removing paint from masonry.

1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.

G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each type of paint system and each pattern, color, and gloss.

1. 12” square aluminum siding mock-up demonstrating coating application.
2. 36” wood trim mock-up demonstrating coating application
3. Apply coats on Samples in steps to show each coat required for system.
4. Label each coat of each Sample.
5. Label each Sample for location and application area.

C. Product List: Printout of current "MPI Approved Products List" for each MPI-product category specified in paint systems, with the proposed product highlighted.

1.5 QUALITY ASSURANCE

A. General Safety: Take necessary actions to assure safety of:

1. The public;
2. Adjacent buildings and property, on site and off site;
3. The environment.

B. Lead Based Paint: The areas to be prepared for repainting contain traces of paint from the nineteenth and early twentieth centuries. Lead-based paint is present in areas included in this project. Treat in accordance with applicable guidelines and regulations pertaining to lead-based paint. Refer to the hazardous materials assessment report dated 8 February 2011.

1. Take all necessary actions and precautions to assure safety of the public, property and the environment, and workers in scraping, sanding, removing and disposing of any existing paint;
2. Comply with applicable health, safety and environmental requirements of the local, state and federal government agencies having jurisdiction.

C. Manufacturer's Representative: Provide manufacturer's representative to observe mock-up application and make written recommendations on:

1. Existing conditions.
2. Surface preparation.
3. Application methods.

D. Coatings Systems: Apply coatings systems in conformance with the manufacturer's application instructions for the project.

E. Comply with requirements of governmental agencies having jurisdiction over this Work, including compliance with volatile organic compounds/volatile organic solvent regulations and abrasive surface preparation.

F. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system. Architect will designate items or areas required.

2. Provide mock-ups for each system/substrate combination:

a. Surface preparation and cleaning;
b. Application;
c. Color match of stained new wood to historic wood.

3. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

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 and not exceeding 77 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.
3. No longer than 6 months;

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.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Do not apply coatings if:

1. In fog, mist, rain or snow;
2. Over condensation or wet surfaces;
3. Dew will form before coating has cured or dried.

D. Schedule surface preparation and coatings application to prevent rust formation, dust deposition, and contaminants on the freshly prepared or freshly coated surface.

PART 2 - PRODUCTS

2.1 PREPARATORY CLEANING MATERIALS

A. Water: Potable.

B. Hot Water: Water heated to a temperature of 140 to 160 deg F.

C. Detergent Solution: Solution prepared by mixing 2 cups of tetrasodium pyrophosphate (TSPP), 1/2 cup of laundry detergent that contains no ammonia, 5 quarts of 5 percent sodium hypochlorite bleach, and 15 quarts of warm water for every 5 gal. of solution required.

D. Mildewcide: Commercial proprietary mildewcide or a job-mixed solution prepared by mixing 1/3 cup of household detergent that contains no ammonia, 1 quart of 5 percent sodium hypochlorite bleach, and 3 quarts of warm water.

E. Abrasives for Ferrous Metal Cleaning: Aluminum oxide paper, emery paper, fine steel wool, steel scrapers, and steel-wire brushes of various sizes.

F. Rust Remover: Manufacturer's standard phosphoric acid-based gel formulation, also called "naval jelly," for removing corrosion from iron and steel.

2.2 PAINT REMOVERS

A. Alkaline Paste Paint Remover: Manufacturer's standard alkaline paste or gel formulation for removing paint from masonry, stone, wood, plaster, or metal as required to suit Project; and containing no methylene chloride.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. American Building Restoration Products, Inc.
b. Diedrich Technologies, Inc.; a Hohmann & Barnard company.
c. EaCo Chem, Inc.

B. Low-Odor, Solvent-Type Paste Paint Remover: Manufacturer's standard low-odor, water-rinsable, solvent-type paste, gel, or foamed emulsion formulation for removing paint from masonry, stone, wood, plaster, or metal as required to suit Project; and containing no methanol or methylene chloride.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. American Building Restoration Products, Inc.
b. Cathedral Stone Products, Inc.
c. Diedrich Technologies, Inc.; a Hohmann & Barnard company.
d. Dumond Chemicals, Inc.
e. EaCo Chem, Inc.
f. PROSOCO, Inc.

2.3 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are 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, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: As selected by Architect from full range of industry colors.

2.4 PAINT MATERIALS, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Transition Coat: Paint manufacturer's recommended coating for use where a residual existing coating is incompatible with the paint system.

2.5 PAINT MATERIAL MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Benjamin Moore & Co.
2. Coronado Paint; Benjamin Moore & Co.
3. Insl-X Products; Benjamin Moore & Co.

2.6 OPAQUE WOOD PAINTS: VOC/VOS COMPLIANT, THREE COAT INTEGRAL COATING SYSTEM AS FOLLOWS:

A. Existing exterior surfaces:

1. Fresh Start (#024) all-purpose alkyd primer;
2. Moore's House Paint (#110), second coat;
3. Moore's House Paint (# 110), top coat;
4. With second coat the same color as top coat.

B. New exterior surfaces:

1. Moorwhite (#100) alkyd primer;
2. Moore's House Paint (#110), second coat;
3. Moore's House Paint (# 110), top coat;
4. With second coat the same color as top coat.

C. As manufactured by Benjamin Moore & Co., 134 Lister Avenue, Newark, NJ 07105, ph (888) 236-6667, fax (973) 344-2716; or equal as approved by A/E.

D. Color: from manufacturer's standard range of colors.

E. Extra Stock: Upon completion, deliver to Owner:

1. One unopened gallon of each component for each color and type of coating used in the Work, clearly labeled.

F. Thinners: Provide thinners recommended by the coatings manufacturers and use only to the recommended limits.

2.7 OPAQUE ARCHITECTURALLY EXPOSED STEEL COATINGS (NEW GALVANIZED METALS): VOC/VOS COMPLIANT, THREE COAT INTEGRAL COATING SYSTEM AS FOLLOWS:

A. One-component, high solids, moisture-curing urethane, micaceous iron oxide filled, lead-encapsulant overcoat primer for intact paint and spot primed surfaces:
1. Wasser MC-Miomastic;

B. One-component, high solids, moisture-curing aliphatic urethane, micaceous iron oxide filled, UV-resistant intermediate and top coat for overcoated surfaces:
1. Wasser MC-Ferrox A;

C. In manufacturer's standard colors, with intermediate coat the same color as top coat;

D. As Manufactured by Wasser High Tech Coatings, ph (206) 850-2967, or equal as approved by the A/E.

E. Extra Stock: Upon completion, deliver to Owner:

1. One unopened gallon of each component for each color and type of coating used in the Work, clearly labeled.

F. Thinners: Provide thinners recommended by the coatings manufacturers and use only to the recommended limits.

2.8 PATCHING MATERIALS

A. Wood Patching Compound: Two-part, epoxy-resin, wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated from weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Abatron, Inc.
b. Advanced Repair Technology, Inc.
c. ConServ Epoxy LLC.
d. Gougeon Brothers, Inc.

e. Polymeric Systems, Inc.
f. Protective Coating Company.
g. System Three Resins, Inc.

B. Metal-Patching Compound: Two-part, polyester-resin, metal-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of metal repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be produced for filling metal that has deteriorated from corrosion. Filler shall be capable of filling deep holes and spreading to feather edge.

2.9 PAINT PREPARATION MATERIALS

A. Wood cleaner:

1. Tri-Sodium Phosphate (TSP) or;
2. "Simple Green";
3. In solution with clean water.

B. Mildewcide:

1. Unscented household chlorine bleach;
2. Clean water;
3. Mix 1 part bleach to 3 parts water.

C. Solvent Cleaner:

1. Methyl Ethyl Ketone (MEK).

D. Surface preparators:

1. Clean lint-free wiping cloths;
2. Stiff bristled non-metallic scrub brushes;
3. Non-ferrous bronze or stainless steel wire brushes;
4. Fine abrasive pads;
5. Sandpaper.

E. Tools for Wood:

1. Palm sanders, belt sanders or random orbital sanders;
2. Disc sanders are prohibited.

F. Tools for metals:

1. Stiff bristle brushes;
2. Non-ferrous, bronze or stainless steel wire brushes;
3. Non-ferrous, bronze, stainless steel or non-metallic abrasive pads in all grades;
4. Non-ferrous, bronze, stainless steel or non-metallic scrapers of various sizes.

2.10 COATINGS APPLICATION EQUIPMENT

A. Provide brush and roller application equipment.

B. Provide spray application equipment where recommended by manufacturer.

C. Provide manufacturer's recommended solvent in quantities necessary for clean-up.

2.11 MOISTURE METER

A. Moisture meter: Delmhorst BD-8 wood moisture meter and probe, Delmhorst Instrument Company, 51 Indian Lane East, Towaco, NJ 07082, telephone (201) 334-2551, or equal approved by the A/E.

2.12 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation.

PART 3 - EXECUTION

3.1 MAINTENANCE REPAINTING, GENERAL

A. Execution of the Work: In repainting surfaces, disturb them as minimally as possible and as follows:

1. Remove failed coatings and corrosion and repaint.
2. Verify that substrate surface conditions are suitable for repainting.
3. Allow other trades to repair items in place before repainting.

B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use gentle methods, such as scraping and lightly hand sanding, that will not abrade softer substrates, reducing clarity of detail.

C. Heat Processes: Do not use torches, heat guns, or heat plates.

3.2 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of painting work. Comply with paint manufacturer's written instructions for inspection.

B. Maximum Moisture Content of Substrates: Do not begin application of coatings unless moisture content of exposed surface is below the maximum value recommended in writing by paint manufacturer and not greater than the following maximum values when measured with an electronic moisture meter appropriate to the substrate material:

1. Wood: 15 percent.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.3 PREPARATORY CLEANING

A. General: Use the gentlest, appropriate method necessary to clean surfaces in preparation for painting. Clean all surfaces, corners, contours, and interstices.

B. Detergent Cleaning: Wash surfaces by hand using clean rags, sponges, and bristle brushes. Scrub surface with detergent solution and bristle brush until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet. Rinse with water applied by clean rags or sponges.

C. Solvent Cleaning: Use solvent cleaning to remove oil, grease, smoke, tar, and asphalt from painted or unpainted surfaces before other preparation work. Wipe surfaces with solvent using clean rags and sponges. If necessary, spot-solvent cleaning may be employed just prior to commencement of paint application, provided enough time is allowed for complete evaporation. Use clean solvent and clean rags for the final wash to ensure that all foreign materials have been removed. Do not use solvents, including primer thinner and turpentine, that leave residue.

D. Mildew: Clean off existing mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. Rinse with water applied by clean rags or sponges.

3.4 PAINT REMOVAL

A. General: Remove paint where indicated. Where cleaning methods have been attempted and further removal of the paint is required because of incompatible or unsatisfactory surfaces for repainting, remove paint to extent required by conditions.

1. Brushes: Use brushes that are resistant to chemicals being used.

a. Metal Substrates: If using wire brushes on metal, use brushes of same metal composition as metal being treated.
b. Wood Substrates: Do not use wire brushes.

2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that spray methods do not damage surfaces.

a. Equip units with pressure gages.

b. Unless otherwise indicated, hold spray nozzle at least 6 inches from surface and apply material in horizontal, back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.
c. For chemical spray application, use low-pressure tank or chemical pump suitable for chemical indicated, equipped with nozzle having a cone-shaped spray.
d. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
e. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.

B. Paint Removal with Hand Tools: Remove paint manually using hand-held scrapers, wire brushes, sandpaper, and metallic wool as appropriate for the substrate material.

C. Paint Removal with Alkaline Paste Paint Remover:

1. Remove loose and peeling paint using water, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
2. Apply paint remover to dry, painted surface with brushes.
3. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
4. Rinse with cold water applied by low-pressure spray to remove chemicals and paint residue.
5. Use mechanical methods recommended in writing by manufacturer to remove chemicals and paint residue.
6. Repeat process if necessary, to remove all paint.

D. Paint Removal with Low-Odor, Solvent Type Paste Paint Remover:

1. Remove loose and peeling paint using water, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
2. Apply thick coating of paint remover to dry, painted surface with natural-fiber cleaning brush, deep-nap roller, or large paintbrush. Apply in one or two coats according to manufacturer's written instructions.
3. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
4. Use mechanical methods recommended in writing by manufacturer to remove chemicals and paint residue.
5. Repeat process if necessary, to remove all paint.

3.5 SUBSTRATE REPAIR

A. General: Repair substrate surface defects that are inconsistent with the surface appearance of adjacent materials and finishes.

B. Wood Substrate:

1. Repair wood defects including dents and gouges more than 1/8 inch in size and all holes and cracks by filling with wood-patching compound and sanding smooth. Reset or remove protruding fasteners.

2. Where existing paint is allowed to remain, sand irregular buildup of paint, runs, and sags to achieve a uniformly smooth surface.

C. Metal Substrate:

1. Preparation: Treat repair locations by wire-brushing and solvent cleaning. Use chemical or mechanical rust removal method to clean off rust.
2. Defects in Metal Surfaces: Repair non-load-bearing defects in existing metal surfaces, including dents and gouges more than 1/16 inch deep or 1/2 inch across and all holes and cracks by filling with metal-patching compound and sanding smooth. Remove burrs and protruding fasteners.
3. Priming: Prime iron and steel surfaces immediately after repair to prevent flash rusting. Stripe paint corners, crevices, bolts, welds, and sharp edges. Apply two coats to surfaces that are inaccessible after completion of the Work.

3.6 PAINT APPLICATION, GENERAL

A. Prepare surfaces to be painted according to the Surface Preparation Schedule and with manufacturer's written instructions for each substrate condition.

B. Apply a transition coat over incompatible existing coatings.

C. Metal Substrate: Stripe paint corners, crevices, bolts, welds, and sharp edges before applying full coat. Apply two coats to surfaces that are inaccessible after completion of the Work. Tint stripe coat different than the main coating and apply with brush.

D. Blending Painted Surfaces: When painting new substrates patched into existing surfaces or touching up missing or damaged finishes, apply coating system specified for the specific substrate. Apply final finish coat over entire surface from edge to edge and corner to corner.

3.7 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage paint-remover manufacturer's factory-authorized service representative for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.

3.8 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. 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.

C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.9 WOOD SUBSTRATES:

A. Substrate repair: Repair substrate surface defects that are inconsistent with the surface appearance of adjacent materials and finishes.

1. Repair wood defects including dents and gouges more than 1/4 inch in size and all holes and cracks by filling with wood-patching compound and sanding smooth. Reset or remove protruding fasteners.
2. Refer to Section 06 40 13 “Exterior Architectural Woodwork”

B. Painted wood:

1. Where existing paint is allowed to remain, sand smooth tightly adhered paint and feathering out to a smooth edge with the exposed substrate, using the proper sandpaper;
2. Produce a uniformly smooth and unmarred surface. Do not over sand and remove profiles, shapes or other characteristics of the wood substrate.
3. Clean with TSP solution;
4. Rinse thoroughly;
5. Allow to dry;
6. Apply mildewcide and scrub;
7. Rinse thoroughly;
8. Allow to dry to wood moisture content of 19% or less.

C. Unpainted wood:

1. Wash unpainted wood surfaces to remove mildew, mold and other foreign substances;
2. Apply water with a low volume applicator;
3. Clean with Simple Green solution;
4. Scrub surfaces with bristle brush;
5. Rinse thoroughly;
6. Wet vacuum as needed; do not allow water to puddle at floor;
7. Allow to dry;
8. Apply mildewcide and scrub;
9. Rinse thoroughly;
10. Wet vacuum and allow to dry;
11. Allow to dry to wood moisture content of 19% or less.

3.10 METAL SUBSTRATE

A. Environmental conditions

1. Do not apply coatings if:

a. Surface temperature is below 50ºF;
b. Air temperature is below 50ºF;
c. Surface temperature is less than 5ºF above the dew point;
d. Relative humidity exceeds 85%;
e. In fog, mist, rain or snow;
f. Over condensation or wet surfaces;
g. Dew will form before coating has cured or dried.

2. Schedule surface preparation and coatings application to prevent rust formation, salt spray deposition, dust, and contaminants on the freshly prepared or freshly coated surface.

B. Surface preparation - new galvanized metals

1. General:

a. Remove items not scheduled to receive coatings, or protect;
b. Protect machined surfaces and joint surfaces;
c. Prepare and clean surface or prior coat;
d. Reinstall removed items upon completion of coatings.

2. Ferrous metals (Galvanized) Conventional Coating:

a. Pre-treat: GalvaPrep SC.

3. Ferrous metals (Galvanized) Powder Coating:

a. Refer to specification sections 05 12 00 “Structural Steel Framing.”

4. If any powdery or washable residue remains on the surface, re-rinse until surface is free of residue.
5. If yellow powdery residue appears on the surface, repeat entire procedure.

3.11 PAINT AND COATINGS MATERIAL PREPARATION

A. General: Mix, stir, agitate and prepare coatings and paints in accordance with the manufacturers' recommendations.

B. Pot life: Do not exceed manufacturer's recommendations for pot life of mixed coatings components.

C. Thinning: Thin paint in accordance with manufacturer's recommendations for brush application.

3.12 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.

B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

C. 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.

D. Before applying coatings/paint/stains or transparent finishes, verify:

1. Substrate repairs are complete and accepted;
2. Caulking and sealants are complete and accepted;
3. Window glazing is complete and accepted.
4. Verify surface preparation or prior coat has been inspected and accepted;
5. Touch-up shop-applied prime coats which have been damaged, and touch-up bare areas with primer.

E. Application on wood:

1. Brush apply;
2. Brush out and work brush coats onto surface in an even film;
3. Produce uniform wet film thickness for each coat within the manufacturer's recommended limits.

F. Application on masonry:

1. Roller apply masonry coating;
2. Lay off roller applied coatings in one direction only. Do not double back;
3. Produce uniform wet film thickness for each coat within the manufacturer's recommended limits.

G. Application on architecturally exposed steel

1. Roller apply or brush apply metal coatings.
2. Do not double back with spray equipment to build up film thickness of two coats in one pass.
3. Lay off roller applied coatings in one direction only. Do not double back;
4. Produce uniform wet film thickness for each coat within the manufacturer's recommended limits;
5. Brush out and work brush coats onto surface in an even film.

H. Between coats:

1. Wood substrate:
   a. Sand and remove dust;
2. Allow sufficient drying time, adjusting period to suit weather conditions.

I. Match the approved mock-ups for:

1. Texture;
2. Color;
3. Coverage;
4. Dry film thickness.

J. Imperfections: Remove, refinish, or repaint areas containing:

1. Cloudiness;
2. Spotting and holidays;
3. Laps and brush marks;

4. Runs and sags;
5. Other surface imperfections visible to the unaided eye from a distance of 5 feet.

K. Application - powder coating

1. Refer to specification sections 05 12 00 “Structural Steel Framing” and 05 12 13 “Architecturally Exposed Structural Steel Framing”
2. Verify that pretreatment of all items to be coated has been accomplished and accepted.
3. Imperfections: Strip and recoat items containing visible surface imperfections.

3.13 FIELD QUALITY CONTROL

A. Paint Material Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for composition and dry film thickness.

1. Paint Composition: The following procedure may be performed at any time and as often as Owner deems necessary during the period when paints are being applied:

a. Testing agency will sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
b. Testing agency will perform tests for compliance of paint materials with product requirements.
c. If test results show materials being used do not comply with product requirements, Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

B. Dry Film Thickness Testing: Owner may 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.

3.14 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

1. Dispose of all materials off site in compliance with government requirements.

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.

1. Immediately remove all drips, runs and stains from adjacent 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.

END OF SECTION 09 01 90.52

SECTION 26 41 13 - LIGHTNING PROTECTION FOR STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes lightning protection system for the following:

1. New Lightning Protection System Terminals and Roof Cabling to be connected to existing down conductors to grounding system.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include layouts of the lightning protection system, with details of the components to be used in the installation.
2. Include raceway locations needed for the installation of conductors.
3. Details of air terminals, ground rods, ground rings, conductor supports, splices, and terminations, including concealment requirements.
4. Calculations required by NFPA 780 for bonding of metal bodies.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Lightning protection system Shop Drawings, drawn to scale, coordinated with each other, using input from installers of the items involved:

B. Qualification Data: For Installer.

C. Product certificates.

D. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

B. Completion Certificate:

1. UL Master Label Certificate.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: UL-listed installer, category OWAY or LPI Master Installer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Advanced Lightning Technology, Ltd.
2. East Coast Lightning Equipment Inc.
3. Harger Lightning & Grounding.
4. Heary Bros. Lightning Protection Co. Inc.
5. Independent Protection Co.
6. National Lightning Protection.
7. nVent (ERICO).
8. Preferred Lightning Protection.
9. Robbins Lightning, Inc.
10. Thompson Lightning Protection, Inc.

2.2 PERFORMANCE REQUIREMENTS

A. NFPA Lightning Protection Standard: Comply with NFPA 780 requirements for Class I Class II buildings.

B. UL Lightning Protection Standard: Comply with UL 96A requirements for Class I Class II buildings.

C. Lightning Protection Components, Devices, and Accessories: Listed and labeled by a qualified testing agency as complying with UL 96, and marked for intended location and application.

2.3 MATERIALS

A. Air Terminals:

1. Copper unless otherwise indicated.
2. 1/2-inch diameter by 24 inches long.
3. Pointed tip.
4. Integral base support.

B. Class 1 Main Conductors:

1. Stranded Copper: 57,400 circular mils in diameter.

C. Class II Main Conductors:

1. Stranded Copper: 115,000 circular mils in diameter.

D. Secondary Conductors:

1. Stranded Copper: 26,240 circular mils in diameter.

E. Ground Loop Conductor: Stranded copper.

F. Ground Rods:

1. Material: Solid copper.
2. Diameter: 5/8 inch.
3. Rods shall be not less than 120 inches long.
4. Sectional type, with integral threads.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install lightning protection components and systems according to UL 96A and NFPA 780.

B. Install conductors with direct paths from air terminals to ground connections. Avoid bends less than 90 degrees and 8 inches in radius and narrow loops.

C. Conceal conductors within normal view from exterior locations at grade within 200 feet of building. Comply with requirements for concealed installations in UL 96A and concealed systems in NFPA 780.

D. Ground Ring Electrode: The conductor shall be not less than the main-size lightning conductor.

3.2 CONNECTIONS

A. Aboveground concealed connections, and connections in earth or concrete, shall be done by exothermic welds or by high-compression fittings listed for the purpose.

B. Aboveground exposed connections shall be done using the following types of connectors, listed and labeled for the purpose: bolted connectors/exothermic weld/high compression crimp.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

3.3 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Perform inspections as required to obtain a UL Master Label for system.
2. Perform inspections to obtain an LPI certification.

B. Prepare test and inspection reports and certificates.

END OF SECTION 26 41 13

SPECIFICATIONS FOR
ASBESTOS ABATEMENT
LEGISLATIVE HALL
ROOF REPLACEMENT AND CUPOLA REPAIR PROJECT
DOVER, DELAWARE

DATED: January 8th, 2021
Harvard Project Number: 21970
State Project # MJ10020[illegible]035

PREPARED FOR: **Mr. Joseph D. Seely**
State of Delaware Division of Facilities Management
Thomas Collins Building, Suite 1
540 S. Dupont Highway
Dover, Delaware 19901

PREPARED BY: **Harvard Environmental, Inc.**
760 Pulaski Highway
Bear, Delaware 19701

HARVARD
Environmental, Inc.

LEGISLATIVE HALL
ROOF REPLACEMENT AND CUPOLA REPAIR PROJECT
ASBESTOS ABATEMENT

DATED: JANUARY 8TH, 2021
SPECIFICATION: 21979

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LEGISLATIVE HALL
ROOF REPLACEMENT AND CUPOLA REPAIR PROJECT
DOVER, DELAWARE

SPECIFICATIONS FOR
ASBESTOS ABATEMENT
HARVARD PROJECT NO. 21979
STATE PROJECT #MJ1002000035

SPECIFCIATION APPROVALS

Signature: _____ Date: 1/8/2021

Printed Name: Michael Sanders

Certification Number: ACC-1120-10-002

ENGINEERS STATEMENT

The attached statement has been prepared to the best of my knowledge from the physical observations to the extent of engineering discipline and from the data supplied by the Owner. It is the responsibility of the contractor to inspect all existing conditions prior to the commencement of the work and also to comply with all current Local, State, and Federal codes and environmental regulations during the execution of the work to be performed in associated with this project.

Professional Engineer Signature: _____ Date: 1/8/2021

Printed Name: Joseph Jakubowski, P.E., LEED AP

JOSEPH JAKUBOWSKI LICENSE No. 15181 01/08/2021 DELAWARE PROFESSIONAL ENGINEER

FACILITIES MANAGEMENT APPROVALS

This is to Certify that the State Of Delaware Facilities Management, has reviewed this specification and approves its use for the work described and is hereby approved by the Department for use in completing the work.

IAW DELAWARE CODE, TITLE 16 CHAPTER 78, PARAGRAPH 7805(1)

Signature _____ Date: _____

Printed Name: _____
State of Delaware, Division of Facilities Management

INDEX OF CONTENTS
SECTION 01013

SECTION 01013 - SUMMARY OF THE WORK - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and Specification Sections apply to this Section and other bound materials within this Scope Specific document.

B. All work associated with this project is to be performed in accordance with Specification dated January 8, 2021, as prepared by Harvard Environmental, Inc.

C. Conflict between this document and the referenced Specification Sections may exist; if so, this 01013 Scope Specific Document shall take precedence.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of the removal, packaging, transportation and disposal, of designated asbestos materials as indicated within this Scope Specific Specification.

B. This Work includes the performance of all supplemental Work indicated in the Specification Sections which is required to accomplish the Project. These items may include but not limited to the following:

1. Construct a remote 3-Stage Decon with Shower within the confines of the attic to be used for personnel and equipment.
2. Asbestos contractor (AC) is responsible for its personnel with harnesses and lanyard for fall protection.
3. General Contractor (GC) is responsible for provided AC roof access from an exterior source. Interior roof access is prohibited.
4. Non-friable (NF) hand tool removal of Category I NF flat roof roofing materials within rooftop regulated areas segregated by red barrier tape and ASBESTOS DANGER signage.
5. Dispose of flat roof roofing materials as asbestos waste.
6. Hand tool removal of non-asbestos roofing clay tiles and underlying roofing felt paper from sloped tiled roofs using industry standard methods within rooftop regulated areas segregated by red barrier tape and ASBESTOS DANGER signage.
7. Dispose of shingles as non-asbestos waste. Dispose of underlying felt paper as contaminated Category I NF asbestos waste.
8. Encapsulation with a *bridging* encapsulant of asbestos containing concrete decking on original (1932) exterior roof areas and within the interior attic using paint roller and brushing methods. Two (2) coats minimum shall be applied.
9. Dispose of any used encapsulant or painting applicants as asbestos contaminated waste.
10. Specific details of the materials to be removed and encapsulated as part of the abatement subcontract are identified in Part 1.10, Part 4 and Part 5 of this specification, and the attached Abatement Specification Schematics (11x17).
11. Disposal of asbestos waste in accordance with state & federal regulations. All asbestos waste to be transported and disposed of at DSWA- Cherry Island Landfill, Wilmington, DE.

C. Any asbestos abatement related activities inclusive of mobilizing equipment and preparatory work that is covered under this contract will not commence until a certified Project Monitor (the Owner's Representative from a Certified Professional Service Firm) is on site. The Project monitor shall always remain on site during the project.

D. Project Location: Legislative Hall
411 Legislative Avenue
Dover, DE 19901

E. Scope Specific 01013 and Specifications dated January 8, 2020 as prepared by

Harvard Environmental, Inc.
760 Pulaski Highway
Bear, Delaware 19701
(302) 326-2333

1.3 GENERAL INCLUSIONS

A. Asbestos contract will be a subcontract to the prime general contract.

B. All bid, performance and payment bonding will be required by the GC.

C. All work shall conform to contract specifications and shall be performed in strict compliance with all applicable federal, state, and local regulations. Regulatory compliance is the sole responsibility of the AC.

D. The GC shall obtain all permits which may be required to complete this project.

E. The AC shall be responsible for notifying all external organizations which require notification; these notifications may include but are not limited to, EPA Regional Office, Governing State Bodies, Local Municipalities, Emergency Personnel, and Waste Disposal Site.

F. Copies of all notifications on their official forms, shall be provided to the Owner's Representative prior to project commencement. Any revisions required to the notifications are the sole responsibility of the AC. Copies shall be provided to the Owner's Representative immediately upon submittal.

G. The GC and AC shall be responsible for all damages incurred from project-related activities and/or personnel assigned to the project. This aspect of accountability includes interior and exterior damages.

H. During the time which areas are considered regulated, all personnel entering the area to perform any type of support services shall adhere to the safety procedures and training requirements required for the entry.

I. The work area and job site shall be restricted to designated contract personnel and authorized visitors. All visitors will require site authorization, safety health and environmental orientation, and clearance from the Owner or the Owner's Representative prior to entering the site.

J. A copy of this Specification shall always be in the possession of the AC's assigned Supervision during the execution of this project.

1.4 COMPLIANCE WITH LAWS

A. AC shall be responsible to comply with all aspects of the scope and specifications. All work shall be performed in strict accordance with applicable local, state, and federal regulations governing materials and activities in address in the specifications.

B. AC shall notify the Owner and the Owner's Representative promptly, in writing, if any scope or specifications are at variance with any laws or regulations. AC shall bear any incurred cost in the event of its failure to give such notice.

1.5 ASBESTOS-CONTAINING MATERIALS:

A. The Work of this contract involves activities that will disturb asbestos-containing materials (ACM). The location and type of ACM known to be present at the worksite is set forth in the drawings. If any other ACM or presumed asbestos containing material (PACM) is found, notify the owner, other employers and employees about the location and quantity of the ACM or PACM within 24 hours of the discovery.

1.6 ASBESTOS HEALTH RISK:

A. The disturbance or dislocation of ACM may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health risk to workers, and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the risk and of proper work procedures which must be followed.

B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM, take appropriate continuous measures as necessary to protect all building occupants from the risk of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

1.7 USE OF PREMISES

A. General: During the abatement period the AC shall have limited use of the facility. GC shall have limited use of facility's abatement work areas during this period unless workers are certified asbestos workers and supervisors.

B. Use of the Site: The premises are expected to be available for full use.

C. Use of the Existing Building: Maintain the existing building in a weather tight condition throughout the abatement period. Repair damage caused by abatement operations. Take all precautions necessary to protect the building's roof decking and its occupants during the abatement period.

1. Smoking: Smoking or open fires will not be permitted within the building and on the grounds.
2. Toilet Facilities
    a. GC to provide temporary port-o-toilets for AC's use.

1.8 FUTURE WORK

A. Future Contract: It is the intention of the GC to replace the roof systems, except for roof decking upon completion of each AC's phase or shift. This effort is expected to commence shortly after completion of the abatement operations.

1.9 WORK UNDER OTHER CONTRACTS

A. Separate Contract: The Owner has awarded a separate contract for performance of certain construction operations at the site. Those operations will be conducted simultaneously with work under this Contract. That Contract includes the following:

1. Contract: A separate contract has been awarded to Harvard Environmental, Inc. to act as the Owner's Representative in support of on and off-site project related work as indicated in the project specifications.

1.10 PROJECT SCOPE SPECIFIC ISSUES AND COORDINATION

A. WORK SCHEDULES

1. All work associated with this project is anticipated to commence in the summer and fall 2021. Abatement working shift hours are expected to be from approximately 4:00 PM to 12:30 AM, unless otherwise indicated.
2. Working on the site beyond the hours indicated above will require written approval by the Owner or the Owner's Representative.

B. WORK SEQUENCE

1. The work is expected to be conducted under one mobilization phase by the AC. GC will decide whether its subcontractors will require lag time between abatement and new work roof replacement. Return mobilization may be needed to repair and re-encapsulate concrete inside of the loft. Completion of the work shall be performed consistent with the sequences provided below.

(1) Sequence

a. Fabrication of Remote Three Stage Decontamination for personnel and equipment at a location in the attic.
b. Fabrication of regulated areas using Asbestos DANGER signage and red barrier tape.
c. Remove of asbestos containing roofing materials using industry standard hand tool removal methods.
d. Encapsulation of asbestos containing concrete roof decking using brush and roller application methods.
e. Decontamination of the work spaces prepared for final visual clearances and post quality assurance air sampling and analysis inside of the building below the areas of work.
f. PCM Air Sampling Utilizing NIOSH 7400 method of analysis, analyzed onsite, used for quality assurance/clearance criteria.
g. Removal of asbestos waste **daily** for the rooftop via elevator/ hoist provided by the GC. *Waste shall not be transferred through the building.*
h. Placement of waste in open-top Category I NF waste receptacle.
i. Following each shift, durable tarp shall be latched to the waste receptacle.
j. Demobilization of all equipment from building.

(2) Post Demobilization Sequence

a. Transportation of all waste to DSWA Cherry Island Landfill using DOT approved asbestos waste hauler.

C. EXISTING ELECTRICAL SYSTEMS

1. Electrical systems are currently active in the facility's attic for AC's use. AC shall protect all equipment with GFCI. Circuit availability will be determined by DFM.
2. The AC shall be responsible for all maintenance and removal of all GFCI protected equipment from the electrical service.

D. EXISTING WATER FACILITIES

1. Water services to support the facility are currently active.
2. DFM shall make available a cold-water source for use by the AC. The specific location of this source shall be identified at the pre-construction walk through, but it is expected to be within the attic.
3. Upon completion of each shift the water servicing the work area shall be isolated at the source.

E. TEMPORARY WATER FACILITIES

1. AC shall be provided a cold-water source in support of the project. This source shall be utilized for abatement purposes only.
2. The AC shall be responsible for bringing the water from the supply source to all areas of work.

F. ASBESTOS REMOVAL AND CONTROL MEASURES

1. Work under the contact shall include the complete removal and disposal of the asbestos containing roofing materials identified on the drawings using industry standard methods of removal.
2. Work under the contact shall include the complete encapsulation of the 1932 building section exterior and interior sloped and flat asbestos concrete roof decking identified on the drawings using brush and roller methods of bridging encapsulation.
3. All work performed within regulated areas shall include two (2) layers of poly sheeting 'drop cloths' and 2 layers of sheeting over AHU intake vents and dormer operable windows.
4. Utilize remote three-stage decontamination facility for equipment and personnel decon.
5. Fabrication of the facilities shall be performed consistent with the Specification and industry standards.
6. Upon completion of asbestos removal and/or encapsulation in the work areas, a visual inspection shall be performed by the Owner's Representative daily followed by PCM sample analyses read onsite. The sample set must yield a fiber count of $\leq$0.01 fibers per cubic centimeter (f/cc) to accomplish an acceptable clean air test.

1.11 OTHER PROJECT CONSIDERATIONS

A. PERSONAL PROTECTIVE EQUIPMENT

1. Respiratory protection for all phases of the project will be PAPR.
2. AC shall don Tyvek suits or equivalent materials during all phases of the project.
3. AC's personnel shall wear hard hats, safety toe work shoes, and safety glasses with side shields always while on site.

4. Safety glasses, including all components (frames, lenses, and side shields) shall conform to ANSI Standard Z87.1. Slip-on, flimsy plastic side shields are not permitted.
5. Leather gloves are required when cuts and punctures may occur. During instances of handling knives and razors, composite gloves which incorporate cut resistant fibers, shall be worn opposite the cutting hand.
6. All Personal Protective Equipment, inclusive of fall protection shall be provided by the AC at no cost to the Owner or the Owner's Representative.
7. Non-Compliance with the site requirements regarding use of PPE shall warrant removal of personnel from the premises.

1.12 ANALYTICAL METHODS USED BY THE OWNER:

A. The following methods will be used by the Owner in analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.

1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method.

1.13 LABORATORY TESTING BY OWNER:

A. The Owner's Air Monitoring Firm will be employed for analyses of the air samples. A microscope and technician will be setup at the job site, so that verbal reports on air samples can be obtained immediately.

B. A complete record of all air monitoring and results will be furnished to the Owner, and the AC.

C. Written Reports: of all air monitoring tests will be posted at the job site daily.

1.14 AIR MONITORING BY THE OWNER:

A. The Owner has contracted for air monitoring. Air monitoring will be conducted both outside and inside of the work area while work is in progress, and for clearance sampling prior to enclosure removal.

1. Outside of the Work Area: The Owner's air monitoring firm will sample air outside of the work area (downwind) to detect faults in the engineering controls such as:
    a. Contamination outside of the exterior work areas with airborne asbestos fibers.
    b. Failure of filtration or rupture in the differential pressure system.
2. Inside the Work Area: The Owner's air monitoring firm will monitor airborne fiber counts in the Work Area using PCM (Phase Contracts Microscopy) NIOSH 7400 method of analysis . The purpose of this air monitoring is to detect airborne asbestos concentrations which may challenge the ability of the Work Area procedures to protect the areas inside of the building from contamination by airborne fibers.

B. Work area clearance (Quality Assurance -QA) : QA air sampling by the Owner's air monitor at the completion/during of asbestos abatement work shall be performed. PCM shall be the criteria for clean air. QA Testing shall be conducted in accordance with NIOSH 7400 method.

C. Air monitoring required by OSHA is work of the AC and is not covered in this section.

1.15 SCHEDULE OF AIR SAMPLES BY OWNER:

A. Sample cassettes: Samples will be collected on 25 mm. cassettes as follows:

1. PCM: 0.8 micrometer mixed cellulose ester.

B. Number and Volume of Samples: The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner may vary depending upon job conditions and the analytical method used.

C. Sample Volume and Sensitivity:

1. PCM: The sample volumes collected by the Owner's air monitor will be determined by the following formula:

$$Volume = \frac{\left(\frac{NumberofFibers}{Areaof100fields}\right) X \ TotalFilterArea}{\left(\frac{LimitValue}{4}\right)}$$

Where:

Number of fibers	=	5 fibers/100 fields, based on a limit of detection (LOD) of 7 fibers/mm^2 on the filter
Area of 100 fields	=	0.785mm^2
Total Filter Area	=	385mm^2
Limit Value	=	as specified in the schedules of samples below

a. For purposes of this specification, the sample volume calculated above will be considered to be of sufficient size so that there is a 95% level of confidence that the value measured by each individual sample at the limit of detection (LOD) is less than or equal to the limit values specified below.

b. For purposes of this specification, the Limit of Detection (LOD) is defined as 7 fibers/mm^2 on the filter or 5 fibers/100 fields.

c. For purposes of this specification overloaded samples will be considered as exceeding the applicable limit value.

D. Pre-Asbestos Removal (Baselines):

1. Owner will collect air samples.

2. PCM Samples

Location	Number Of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
Work Areas	Not Required			

E. During Asbestos Removal:

1. From start of work, the Owner will collect QA air samples daily.

2. PCM Samples

Location	Number Of Samples/Shift	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
Work Area (Rooftop downwind)	2	0.1	100	1-10
Outside Work Area (Interior Mech. Loft)	2	0.01	1,000	1-10

F. Post Asbestos Removal:

1. At completion of work, the Owner would collect QA air samples only if samples analyzed during the removal show elevated airborne fiber counts.

2. PCM Samples

Location	Number Of Samples/Shift	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
Outside Work Area (Interior Mech. Loft)	2-5 (if applicable)	0.01	1,200	10

1.16 FIBERS AND STRUCTURES

A. Fibers Counted: The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.

1. Large Fibers: "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted. "Airborne Fibers" counted in samples analyzed by transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by the proportion of fibers that are asbestos as determined by TEM (a number equal to, asbestos fibers counted, divided by all fibers counted in the electron microscopy analysis).

2. Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

1.17 ADDITIONAL TESTING:

A. The AC may conduct air monitoring and laboratory testing. If he elects to do this, the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner or the Owner's Representative.

1.18 PERSONAL MONITORING:

A. Owner will not perform air monitoring for the AC to meet AC's OSHA requirements for personal sampling or any other purpose.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 STOP ACTION LEVELS:

A. Inside the Building: Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8-hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation, and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized in writing, by Owner's Representative.

1. If airborne fiber counts exceed 2.5 fibers per cubic centimeter for any period cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

STOP ACTION LEVEL(f/cc)	IMMEDIATELY STOP LEVEL(f/cc)	MINIMUM RESPIRATOR REQUIRED	PROTECTION FACTOR
0.5	2.5	PAPR	1000

2. If airborne fiber counts exceed Immediate Stop Level given above for type of respiratory protection in use for any period cease all work except corrective action. Notify Owner's Representative. Do not recommence work until fiber counts fall below Stop Action Level given above for the type of respiratory protection in use. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

B. Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by AC's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the AC's control.

3.2 STOP WORK:

A. If the Owner or Owner's Representative presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential. Do not recommence abatement work until authorized in writing by Owner or Owner's Representative.

B. Immediately initiate the following actions: After being presented with a stop work order immediately:

1. Cease all asbestos removal activities, or any other activities that disturbs ACM.
2. Maintain in operation all work area isolation measures including those required by Sections 01563 "Decontamination Units."
3. Maintain all worker protections including those required by Sections 01560 "Worker Protection - Asbestos Abatement," and 01562 "Respiratory Protection."
4. Clean up all roofing debris, bag and label for compliant transportation and disposal prior to exiting the site for the shift period.

C. Do not recommence work until authorized in writing by the Owner or Owner's Representative.

PART 4 SCHEDULE OF REMOVAL OF ASBESTOS-CONTAINING MATERIALS:

LOCATION	MATERIAL DESCRIPTION	QUANTITY	ASBESTOS CONTENT	ENCLOSURE TYPE	INTERIOR QUALITY ASSURANCE CRITERIA
FLAT ROOF (1932 & PARTIAL 1960 SECTIONS)	ROOF FIELD TAR AND MODIFIED MEMBRANE UNDERNEATH EPDM MEMBRANE	ESTIMATED (EST.) 8,280 SQUARE FEET (SF)	5-10% CHRYSOTILE ASBESTOS	EXTERIOR REGULATED AREA	PCM
1932 CHIMNEYS	CHIMNEY AND VENT CURB FLASHING AND CAULKING	EST. 276 LF TOTAL (11 EACH CHIMNEYS, 1 VENT)	3% CHRYSOTILE ASBESTOS	EXTERIOR REGULATED AREA	PCM
SLOPED ROOFS (1932)	CLAY ROOF TILES	EST. 7,920 SF	NON-ASBESTOS*	EXTERIOR REGULATED AREA	PCM
SLOPED ROOFS (1932)	UNDERLYING TAR AND FELT PAPER	EST. 7,920 SF	NON-ASBESTOS**	EXTERIOR REGULATED AREA	PCM

**** DISPOSE OF AS NON-ASBESTOS WASTE BY THE GC***
***** DISPOSE OF AS ASBESTOS WASTE***

PART 5 SCHEDULE OF ENCAPSULATION OF ASBESTOS-CONTAINING MATERIALS:

LOCATION	MATERIAL DESCRIPTION	QUANTITY	ASBESTOS CONTENT	ENCLOSURE TYPE	INTERIOR QUALITY ASSURANCE CRITERIA
FLAT & SLOPED ROOFS (1932 SECTION)	CONCRETE ROOF DECKING (EXTERIOR SIDE)	ESTIMATED (EST.) 14,535 SQUARE FEET (SF)***	2% CHRYSOTILE ASBESTOS	EXTERIOR REGULATED AREA	PCM
FLAT & SLOPED ROOFS (1932 SECTION)	CONCRETE ROOF DECKING (INTERIOR SIDE)	ESTIMATED (EST.) 11,500 SQUARE FEET (SF)***	2% CHRYSOTILE ASBESTOS	INTERIOR REGULATED AREA	PCM

****** MINIMUM 2 COATS OF BRIDGING ENCAPSULANT***

END OF SECTION – 01013

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
4425 NORTH MARKET STREET
WILMINGTON, DELAWARE 19802
TELEPHONE (302) 761-8200

Via Electronic and Regular Mail

January 5, 2021

Ms. Leila Hamroun
Tetra Tech Architects and Engineers
240 Continental Drive
Suite 200
Newark, DE 19713

Re: MJ1002000035 Legislative Hall - Roof Replacement and Cupola Repairs - Kent County, DE

Dear Ms. Hamroun:

I am responding to your request for a category determination for the MJ1002000035 Legislative Hall - Roof Replacement and Cupola Repairs, which is a state funded construction project located in Kent County, DE. The work consists of various repairs, upgrades and roofing assembly replacement at the roof of the original core building and the [illegible] several additions. You estimate the total cost of construction for this project to be .

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 13, 2020, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

This determination is directed solely to the parties identified herein. It is based on the unique facts relevant to this matter. It does not constitute precedent and should not be cited as such by future parties.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 761- 8174.

Sincerely,

Francis Chudzik, Administrator
Delaware Department of Labor
francis.chudzik@delaware.gov

Enclosures

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 13, 2020

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	24.35	29.99	23.65
BOILERMAKERS	72.91	36.99	34.38
BRICKLAYERS	57.94	57.94	57.94
CARPENTERS	56.46	56.4	44.83
CEMENT FINISHERS	76.91	53.57	23.61
ELECTRICAL LINE WORKERS	48.43	4	31.66
ELECTRICIANS	72.49	72.	72.49
ELEVATOR CONSTRUCTORS	99.43	68.	34.03
GLAZIERS	77.25	77.25	60.35
INSULATORS	59.68	59.68	59.68
IRON WORKERS	67.7	67.70	67.70
LABORERS	49.2	49.20	49.20
MILLWRIGHTS	76.83	76.83	61.93
PAINTERS		53.71	53.71
PILEDRIVERS	.62	41.92	33.90
PLASTERERS	1.79	31.79	23.56
PLUMBERS/PIPEFITTERS/STEAMFITTERS	72.05	56.29	62.21
POWER EQUIPMENT OPERATORS	73.29	73.29	73.29
ROOFERS-COMPOSITION	25.58	25.24	23.05
ROOFERS-SHINGLE/SLATE/TILE	19.59	23.29	18.32
SHEET METAL WORKERS	75.03	75.03	75.03
SOFT FLOOR LAYERS	54.59	54.59	54.59
SPRINKLER FITTERS	61.83	61.83	61.83
TERRAZZO/MARBLE/TILE FNRS	66.75	66.75	66.75
TERRAZZO/MARBLE/TILE RS	74.02	74.02	74.02
TRUCK DRIVERS	32.77	29.22	22.75

CERTIFIED: 01/05/2021 BY: _____
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: MJ1002000035 Legislative Hall - Roof Replacement and Cupola Repairs, Kent County

SECTION 01043 - COORDINATION - ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. Plan of Action.
2. Contingency Plan.
3. Notifications.
4. Pre-Construction Inspection.
5. Contractor's Construction Schedule.
6. Administrative and supervisory personnel.
7. Pre-Construction Conference.
8. Progress Meetings
9. Coordination meetings.
10. Record Keeping.
11. Special Reports.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. "Section 01301 - Submittals - Asbestos Abatement" for administrative procedures regarding submittals.
2. "Section 01601 - Materials and Equipment - Asbestos Abatement" for coordinating general installation.
3. "Section 01701 - Project Closeout - Asbestos Abatement" for coordinating contract closeout.

1.3 COORDINATION

A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly completion of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where execution of one part of the Work depends on execution of other components, before or after its own execution.

B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate contractors where 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 assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.

2. Installation and removal of temporary facilities.

3. Delivery and processing of submittals.

4. Progress meetings.

5. Project closeout activities.

D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in the Work.

1.4 PLAN OF ACTION:

A. Prepare a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination areas, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. Expand upon the use of portable HEPA ventilation system, closing out of the building HVAC system, method of removal to prohibit visible emissions, and packaging of removed asbestos debris.

1. Submit the Plan of Action to the Owner's Representative for information only, prior to the start of work.

1.5 CONTINGENCY PLAN:

A. Contingency Plan: Prepare a contingency plan for emergencies or any other event that may require breaching of work area containment or modification or abridgement of decontamination or work area isolation procedures. Include in this plan procedures for performing electrical and mechanical repairs inside containment after abatement work has begun. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency. Items to be addressed in the plan include, but are not limited to the following:

1. Fire

2. Accident
3. Life threatening injury
4. Non life threatening injury
5. Rescue
6. Power Failure
7. Pressure differential system failure
8. Breach of containment
9. Electrical faults or shock
10. Supplied air system failure
11. Waste spills
12. Unauthorized entry into work area
13. Elevated air samples outside of containment
14. Repairs inside containment

1.6 NOTIFICATIONS

A. Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials (ACM), requirements relative to asbestos set forth in these specifications and applicable regulations. Advance notification will be made to:

1. Employees who will perform asbestos abatement work or related activities, or who will be in the work area during the course of the work of this contract.
2. Employers of employees who work and/or will be working in adjacent areas during the course of the work of this contract.

B. Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.

C. Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary, without effect on this Contract or the Contract Sum.

1.7 PRE-CONSTRUCTION INSPECTION:

A. Inspect areas in which work will be performed, prior to commencement of work. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions. Submit to Owner's Representative for record purposes prior to starting work.

1.8 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 5 days prior to mobilization.

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."

2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.

3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.

6. Indicate Clearance of each Work Area in advance of the dates established for Clearance. Allow time for testing and other Owner's Representative's procedures necessary for certification of Clearance.

7. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Owner's Representative's procedures necessary for certification of Substantial Completion.

B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors affect the sequence of Work.

C. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.

D. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.

1. Refer to Division 1 Section "Applications for Payment" for cost reporting and payment procedures.

E. Distribution: Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

1. When revisions are made, distribute 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 construction activities.

F. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.9 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. Project Supervisor: Provide a full-time Project Supervisor at the work site who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, project scheduling, management, etc. This person is the Contractor`s Representative, and will function as the 'competent person' at the work site responsible for compliance with all applicable federal, state and local regulations, particularly those relating to ACM.

1. Training: The General Superintendent must have a current certification from a state approved trainer for a course that meets the requirements of the EPA Model Accreditation Plan for asbestos abatement contractor/supervisor (40 CFR part 763, Subpart E, Appendix C).

2. Experience: The General Superintendent must have demonstrable experience in the successful management of asbestos abatement projects that are similar to the work of this contract.

a. The General Superintendent must have a minimum of two (3) years experience in the on-site management of asbestos abatement projects.

b. The General Superintendent must have had responsible charge of a minimum of ten (10) asbestos abatement projects similar in size and type to the work of this contract.

3. Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.

1.10 PRE-CONSTRUCTION CONFERENCE:

A. An initial progress meeting recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work. The preconstruction conference will be scheduled before start of construction, at a time convenient to the Owner and the Owner's Representative. Meet at the project site, or as otherwise directed, with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the asbestos abatement work.

B. Attendees: Authorized representatives of the Owner, Owner's Representative, and their consultants will be in attendance. An authorized representative of the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

1. 48 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.

C. Agenda: This is an organizational meeting, to review responsibilities and personnel assignments, to locate regulated areas and temporary facilities including power, light, water, etc. Items of significance that could affect progress will be discussed, including the following:

1. Tentative construction schedule.
2. Critical work sequencing.
3. Designation of responsible personnel.
4. Procedures for processing field decisions and Change Orders.
5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of Shop Drawings, Product Data, and Samples.
8. Preparation of record documents.
9. Use of the premises.
10. Parking availability.
11. Office, work, and storage areas.
12. Equipment deliveries and priorities.
13. Safety procedures.
14. First aid.
15. Security.
16. Housekeeping.
17. Working hours.

1.11 PROGRESS MEETINGS:

A. General: In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, the Owner's Representative will hold general progress meetings as required. These meeting will be scheduled, where possible, at time of preparation of payment request.

B. Attendees: Representatives of the Owner and/or the Owner's Representative will attend this meeting. In addition to representatives of the Contractor, each subcontractor, supplier, or 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 conference shall be familiar with the Project and authorized to conclude matters relating to the work. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting.

C. Agenda: Be prepared to discuss the following items at the progress meetings. Review other items of significance that could affect progress.

1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.

1.12 RECORD KEEPING:

A. Daily Log: Maintain a Daily Log (in an area accessible to the Owner, Owner's Representative and Project Administrator) as a bound, sequential, hand-written record carefully prepared daily that documents but is not limited to the following items:

1. Meetings; purpose, attendees, brief discussion
2. Special or unusual events, i.e. barrier breeching, equipment failures, accidents
3. Documentation of Contractor's completion of the following:
4. Inspection of work area preparation prior to start of removal and daily thereafter

a. Removal of any sheet plastic barriers

b. Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of ACM or the substrate from which such materials have been removed.

c. Removal of waste materials from work area

d. Decontamination of equipment (list items)

e. Contractor's final inspection/final air test analysis.

B. Entry/Exit Log: Maintain within the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:

1. Visitations; authorized and unauthorized with the following information

a. Name

b. Organization

c. Entry time

d. Exit Time

e. Respiratory protection

2. Personnel, by name, entering and leaving the work area with the following information

a. Printed Name

b. Identification Number

c. Entry Time

d. Exit Time

e. Respiratory Protection

C. Air Monitoring Results: Post personnel and area air monitoring results in Decontamination Unit within 24 hours of sample collection. Post the respiratory protection requirements for the work in progress.

D. Records in Decontamination Unit: Maintain the following documentation in the Decontamination Unit, in a location accessible to workers.

1. Documentation of inspections by OSHA, EPA or local authority

2. Respiratory Protection Program.

E. Other records: Maintain other documentation in a location that is accessible to the Owner, Owner's Representative, and Project Administrator including:

1. Waste Manifests and shipping records

2. Landfill receipts.

3. Accident reports.

F. Copies of all records listed above shall be submitted to the Owners Representative upon completion of the project.

1.13 SPECIAL REPORTS:

A. General: Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to Owner's Representative and others affected by occurrence.

B. Reporting Unusual Events: When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.

C. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury, or where work was stopped for over four hours during a scheduled shift.

D. Report Discovered Conditions: When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) prepare and submit a special report indication condition discovered.

1.14 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner's Representative in the same manner as product data. Do not begin work until these submittals are returned with Owner's Representative's action stamp indicating that all submittals have been "received-not reviewed".

1. Plan of Action.

2. Contingency Plans.

3. Project Directory.

4. Notifications: copy of notification sent to other entities at the work site, and to emergency service agencies.

5. Pre-Construction Inspection: Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc.

6. Contractor's Construction Schedule.

7. Accreditation: Submit evidence in the form of training course certificates for the General Superintendent, Supervisors, and Forepersons as asbestos abatement supervisors in accordance with AHERA requirements. Submit evidence in the form of training course certificates that each worker is trained as an asbestos abatement worker in accordance with AHERA requirements.

8. Resume: Submit resume of General Superintendent

B. Submit daily: Provide two (2) copies for information purposes of all documents indicated in the following sub-sections to Project Administrator by end of the next working day after the day they are received by Contractor.

1. Section on Record Keeping.

2. Section on Special Reports.

C. Project Close-out: Submit two (2) copies for information purposes of all documents indicated in the following sections at final closeout of project as a project close-out submittal.

1. Section on Record Keeping.

2. Section on Special Reports.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

END OF SECTION - 01043

SECTION 01097 - REFERENCE STANDARDS AND DEFINITIONS - ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

B. Drawings prepared for communication of the work are intended to be schematic by design and may not necessarily reflect actual field dimensions as identified in the field. The Contractor shall be expected to field validate all aspects of the drawings and draw upon professional experience regarding the work conveyed.

1.2 DEFINITIONS

A. General: Basic contract definitions are included in the Conditions of the Contract.

1. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited.

2. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Owner's Representative, requested by the Owner's Representative, and similar phrases.

3. "Approved": The term "approved," when used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the Owner's Representative's duties and responsibilities as stated in the Conditions of the Contract.

4. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

5. "Furnish": The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.

6. "Install": The term "install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

7. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

8. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

a. The term "experienced," when used with the term "installer," means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.

b. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.

c. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.

(1) This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.

9. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

10. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

11. "Owner's Representative": This is the entity described as the "Architect" in AIA Document A201 "General Conditions of the Contract for Construction." All references to Architect or Engineer in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during construction and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.

12. "Project Administrator": This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction." The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon written or verbal order if requirements of the Contract Documents are not met, or if in the sole judgement of the Project Administrator, Owner's Representative, or Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.

13. "Stop Work Order": is a written order to cease asbestos removal, encapsulation or enclosure activities. The Contractor must maintain work area enclosure, pressure

differential isolation and ventilation of the work area, and decontamination units during the period that a Stop Work Order is in affect.

14. "General Superintendent": This is the Contractor's Representative at the work site. This person must be a Competent Person as defined by OSHA in 29 CFR 1926.

B. Definitions Relative to Asbestos Abatement:

1. "Adequately Wet" means to sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from the asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.

2. "Asbestos": The asbestiform varieties of chrysotile (serpentine), amosite (cummingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite, actinolite, and any of these minerals that has been chemically treated and/or altered. For purposes of the contract documents materials described in the contract documents as asbestos are to be considered as asbestos.

3. "Asbestos-Containing Material (ACM)": Any material containing more than 1% asbestos as determined using the methods specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.

4. "Asbestos-Containing Waste Material" : any waste that contains asbestos. This term includes filters or other materials contaminated with asbestos. This term also includes regulated asbestos containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

5. "Asbestos debris" pieces of ACM that can be identified by color, texture, or composition.

6. dust, if the dust is determined by an accredited inspector to be ACM.

7. "Certified Industrial Hygienist (C.I.H.)": one certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.

8. "Competent person" : an individual who meets the requirements of OSHA as a "competent person" for the specific activity involved in the work. The "competent person" must meet the requirements of 29 CFR 1926.32(f), and 29 CFR 1926.1101.

9. "Filter": A media component used to remove solid or liquid particles from air and water.

10. "Friable Asbestos": any asbestos-containing material that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

11. "Grinding" : to reduce to powder or small fragments and includes manual or mechanical chipping or drilling.

12. "HEPA Filter": A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of all mono-dispersed particles of 0.3 microns in diameter.

13. "HEPA Filter Vacuum Collection Equipment (or vacuum cleaner)": High efficiency particulate air filtered vacuum collection equipment with a HEPA filter.

14. "Intact" : that the ACM has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix.

15. "Leak-tight" : that solids or liquids cannot escape or spill out. It also means dust-tight.

16. "Negative Pressure Enclosure (NPE) ": A pressure differential and ventilation system where the work area is maintained at a negative pressure relative to air pressure outside the work area.

17. "Nonfriable Material" : any material that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure and has not been rendered friable.

18. "Personal Monitoring": Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

19. "Surfacing material" : material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).

20. "Thermal system insulation (TSI)" : insulation applied to pipes, fittings, boilers, breeching, tanks, ducts or other components to prevent heat loss or gain.

21. "Time Weighted Average (TWA)": The average concentration of a contaminant in air during a specific time period as determined by the method prescribed in Appendix A of 29 CFR part 1926.1101.

22. "Visible Emissions": Any emissions containing particulate material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

23. "Working Day" : Monday through Friday and includes holidays that fall on any of the days Monday through Friday as indicated in the notification requirements.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on CSI's 16 Division format and Master Format's numbering system.

B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Streamlined Language: The Specifications generally use the imperative mood and streamlined language. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Except where 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. Conflicting Requirements: Where compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer to the Owner's Representative before proceeding for a decision on requirements that are different but apparently equal, and where it is uncertain which requirement is the most stringent.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum acceptable. 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 the requirements. Refer uncertainties to the Owner's Representative for a decision before proceeding.

C. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.

D. Standards: which apply to asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

1. American National Standards Institute (ANSI)

1430 Broadway
New York, New York 10018
(212) 354-3300

a. Fundamentals Governing the Design and Operation of Local Exhaust Systems Publication Z9.2

b. Practices for Respiratory Protection Publication Z88.2

2. American Society for Testing and Materials (ASTM)

100 Bar Harbor Drive
West Conshocken, PA 19428-2959
(610) 832-9585

a. Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849

b. ASTM Standard Practice for Visual Inspection of Asbestos Abatement Projects E1368

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in the Contract Documents, are defined to mean the associated names. Names and addresses are

subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

1. ACI — American Concrete Institute
   P.O. Box 19150
   Detroit, MI 48219 (313) 532-2600

2. ACIL — American Council of Independent Laboratories
   1629 K St., NW
   Washington, DC 20006 (202) 887-5872

3. ACPA — American Concrete Pipe Assoc.
   8300 Boone Blvd., Suite 400
   Vienna, VA 22182 (703) 821-1990

4. ACGIH — American Conference of Governmental Industrial Hygienists
   1330 Kemper Meadow Dr.
   Cincinnati, OH 45240 (513) 742-2020

5. AIA — The American Institute of Architects
   1735 New York Ave., NW
   Washington, DC 20006 (202) 626-7300

6. AIHA — American Industrial Hygiene Assoc.
   2700 Prosperity Ave., Suite 250
   Fairfax, VA 22031 (703) 849-8888

7. ANSI — American National Standards Institute
   11 West 42nd St., 13th Floor
   New York, NY 10036 (212) 642-4900

8. ASHRAE — American Society of Heating,
   Refrigerating and Air-Conditioning Engineers
   1791 Tullie Circle, NE
   Atlanta, GA 30329 (404) 636-8400

9. ASME — American Society of Mechanical Engineers
   345 East 47th St.
   New York, NY 10017 (212) 705-7722

10. ASPE — American Society of Plumbing Engineers
    3617 Thousand Oaks Blvd., Suite 210
    Westlake, CA 91362 (805) 495-7120

11. ASTM — American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959 (610) 832-9585

12. CGA — Compressed Gas Assoc.
1725 Jefferson Davis Highway, Suite 1004
Arlington, VA 22202-4100 (703) 412-0900

13. FM — Factory Mutual Systems
1151 Boston-Providence Turnpike
P.O. Box 9102
Norwood, MA 02062 (617) 762-4300

14. GA — Gypsum Association
810 First St., NE, Suite 510
Washington, DC 20002 (202) 289-5440

15. IEEE — Institute of Electrical and Electronic Engineers
345 E. 47th St.
New York, NY 10017 (212) 705-7900

16. IETA — International Electrical Testing Assoc.
P.O. Box 687
Morrison, CO 80465 (303) 697-8441

17. IRI — Industrial Risk Insurers
P.O. Box 5010
85 Woodland St.
Hartford, CT 06102-5010 (203) 520-7300

18. ISA — Instrument Society of America
P.O. Box 12277
67 Alexander Dr.
Research Triangle Park, NC 27709 (919) 549-8411

19. ISO — International Standards Organization

20. NEC — National Electrical Code (from NFPA)

21. NECA — National Electrical Contractors Assoc.
3 Bethesda Metro Center, Suite 1100
Bethesda, MD 20814 (301) 657-3110

22. NEMA — National Electrical Manufacturers Assoc.

2101 L St., NW, Suite 300
Washington, DC 20037 (202) 457-8400

23. NFPA National Fire Protection Assoc.
One Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101 (617) 770-3000 (800) 344-3555

24. NRCA National Roofing Contractors Assoc.
10255 W. Higgins Rd., Suite 600
Rosemont, IL 60018-5607 (708) 299-9070

25. RFCI Resilient Floor Covering Institute
966 Hungerford Dr., Suite 12B
Rockville, MD 20805 (301) 340-8580

26. UL Underwriters Laboratories
333 Pfingsten Rd.
Northbrook, IL 60062 (708) 272-8800

27. White Lung Association
PO Box 1483
Baltimore, MD 21203

F. Federal Government Agencies: Names and titles of federal government standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard- or Specification-producing agencies of the federal government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

1. CE Corps of Engineers
(U.S. Department of the Army)
Chief of Engineers - Referral
Washington, DC 20314 (202) 272-0660

2. CFR Code of Federal Regulations
(Available from the Government Printing Office)
N. Capitol St. between G and H St., NW
Washington, DC 20402 (202) 783-3238
(Material is usually first published in the "Federal Register")

3. CPSC Consumer Product Safety Commission
5401 Westbard Ave.
Bethesda, MD 20207 (800) 638-2772

4. CS Commercial Standard
(U.S. Department of Commerce)
Government Printing Office
Washington, DC 20402 (202) 783-3238

5. DOC Department of Commerce
14th St. and Constitution Ave., NW
Washington, DC 20230 (202) 482-2000

6. DOT Department of Transportation
400 Seventh St., SW
Washington, DC 20590 (202) 366-4000

7. EPA Environmental Protection Agency

8. FS Federal Specification (from GSA)
Specifications Unit (WFSIS)
7th and D St., SW
Washington, DC 20407 (202) 708-9205

9. GSA General Services Administration
F St. and 18th St., NW
Washington, DC 20405 (202) 708-5082

10. MIL Military Standardization Documents
(U.S. Department of Defense)
Naval Publications and Forms Center
5801 Tabor Ave.
Philadelphia, PA 19120

11. NIST National Institute of Standards and Technology
(U.S. Department of Commerce)
Gaithersburg, MD 20899 (301) 975-2000

12. OSHA Occupational Safety and Health Administration
(U.S. Department of Labor)
200 Constitution Ave., NW
Washington, DC 20210 (202) 219-6091

13. PS Product Standard of NBS
(U.S. Department of Commerce)
Government Printing Office

Washington, DC 20402 (202) 783-3238

14. USPS U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-0010 (202) 268-2000

G. Trade Union Jurisdictions: The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities. The manner in which Contract Documents have been organized and subdivided is not intended to be indicative of trade union or jurisdictional agreements.

1. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.

2. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01097

SECTION 01098 - CODES, REGULATIONS AND STANDARDS - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

1.2 SUMMARY

A. This section sets forth governmental regulations which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

1. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations, and standards.

2. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

1.3 CODES, REGULATIONS AND STANDARDS

A. General Applicability of Codes, Regulations and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes and regulations have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of the contractor, the contractor's employees, or subcontractors.

C. Federal Requirements: which govern asbestos abatement work or hauling, and disposal of asbestos waste materials include but are not limited to the following:

1. OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite;

Final Rules Title 29, Part 1910, Section 1001 of the Code of Federal Regulations

Final Rules Title 29, Part 1926, Section 1101 of the Code of Federal Regulations

b. Respiratory Protection

Title 29, Part 1910, Section 134 of the Code of Federal Regulations
Title 29, Part 1926, Section 103 of the Code of Federal Regulations

c. Personal Protective Equipment for General Industry

Title 29, Part 1910, Section 132 of the Code of Federal Regulations
Title 29, Part 1926, Sections 95 - 107 of the Code of Federal Regulations

d. Access to Employee Exposure and Medical Records

Title 29, Part 1926, Section 33 of the Code of Federal Regulations

e. Hazard Communication

Title 29, Part 1926, Section 59 of the Code of Federal Regulations

f. Specifications for Accident Prevention Signs and Tags

Title 29, Part 1910, Section 145 of the Code of Federal Regulations

g. Permit Required Confined Space

Title 29, Part 1910, Section 146 of the Code of Federal Regulations

h. Construction Industry

Title 29, Part 1910, Section 1001 of the Code of Federal Regulations
Title 29, Part 1926, Section 1101 of the Code of Federal Regulations

i. Construction Industry - General Duty Standards

Title 29, Part 1926, Sections 20 through 35 of the Code of Federal Regulations

j. Shipyard Industry

Title 29 Part 1915 Section 1001 of the Code of Federal Regulations

2. DOT: U. S. Department of Transportation, including but not limited to:

a. Hazardous Substances

Title 49, Part 171 and 172 of the Code of Federal Regulations

b. Hazardous Material Regulations

General Awareness and Training Requirements for Handlers, Loaders and Drivers
Title 49, Parts 171-180 of the Code of Federal Regulations

c. Hazardous Material Regulations

Editorial and Technical Revisions
Title 49, Parts 171-180 of the Code of Federal Regulations

3. EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:

a. Asbestos Abatement Projects; Worker Protection Rule

Title 40 Part 763, Sub-part G of the Code of Federal Regulations

b. Asbestos Hazard Emergency Response Act (AHERA) Regulation
Title 40, Part 763, Sub-part E of the Code of Federal Regulations

c. EPA Model Accreditation Plan - Asbestos Containing Materials Final Rule & Notice
Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations

d. National Emission Standard for Hazardous Air Pollutants (NESHAP)
National Emission Standard for Asbestos
Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B) of the Code of Federal Regulations

D. Local Requirements: which govern asbestos abatement work or hauling, and disposal of asbestos waste materials include but are not limited to the following:

1. State of Delaware, Department of Natural Resources and Environmental Control, "Delaware Regulations Governing the Control of Air Pollution Emissions Standards for Asbestos". November 27, 1985, Updated June 16, 1995.

2. State of Delaware Asbestos Contractor, Supervisor and Worker Certifications Program.

3. State of Delaware Hazardous Chemical Information Act.

4. Abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials.

1.4 NOTICES:

A. U.S. ENVIRONMENTAL PROTECTION AGENCY

1. Postmark or Deliver Written Notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAP Contact at least 10 working days prior to beginning any work on asbestos-containing materials (ACM). Send notification to the following address:

a. REGION 3

Asbestos NESHAP Contact
Air Management Division
USEPA
841 Chestnut Street
Philadelphia, PA 19107
(215) 597-6550

2. Notification: Include the following information in the notification sent to the NESHAP contact:

a. Indication whether the notification is the original or revised notification

b. Name, address, and telephone number of owner or operator.

c. Name, address, and telephone number of contractor.

d. Type of Operation (demolition or renovation).

e. Description of the facility or affected part of the facility being demolished or renovated, including the size (square feet [square meters], number of floors), age, present and prior use of the facility.

f. Estimate of the approximate amount of RACM to be removed from the facility in terms of linear meters [linear feet] of pipe, and surface area in square meters [square feet] of other facility components. Also estimate the approximate amount of Category I and Category II nonfriable ACM in the affected part of the facility that will not be removed before demolition.

g. For facilities in which the amount of friable asbestos materials less than 80 linear meters (260 linear feet) on pipes and less than 15 square meters (160 square feet) or 1 cubic meter (35 cubic feet) if the length and width could not be measured. On other facility components, explain techniques of estimation.

h. Location and street address (including building number or name and floor or room number, if appropriate), city county, and state, of the facility being demolished or renovated.

i. Scheduled starting and completion dates of asbestos removal work (or any other activity, such as site preparation that would break up, dislodge, or similarly disturb asbestos material) in a demolition or renovation; planned renovation operations involving individual nonscheduled operations shall only include the beginning and ending dates of the report period as described in paragraph (a)(4)(iii) of 40 CFR 61.145.

j. Scheduled starting and completion dates of demolition or renovation.

k. Nature of planned demolition or renovation and method(s) to be used, including demolition or renovation techniques to be used and description of affected facility components.

l. Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61 Subpart M).

m. Name and location of the waste disposal site where the asbestos containing waste material will be deposited.

n. A certification that at least one person trained as required by paragraph (c)(8) of 40 CFR 61.145 will supervise the stripping and removal described by this notification.

o. Description of procedures to be followed in the event that the unexpected RACM is found or Category II nonfriable ACM becomes crumbled, pulverized, or reduced to powder.

p. Name, address, and telephone number of the waste transporter.

B. STATE AND LOCAL AGENCIES:

1. Send written notification as required by state and local regulations prior to beginning any work on ACM.

1.5 PERMITS:

A. Permit: All asbestos containing waste is to be transported by an entity maintaining a current "Industrial waste hauler permit" specifically for ACM, as required for transporting of waste ACM to a disposal site.

B. Contractor is responsible for obtaining any demolition, building, renovation or other permits, and for paying application fees, if any, where required by State or Local jurisdictions.

1.6 LICENSES:

A. Licenses: Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

1.7 POSTING AND FILING OF REGULATIONS

A. Posting and Filing of Regulations: Post all notices required by applicable federal, state and local regulations. Maintain two (2) copies of applicable federal, state and local regulations and standard. Maintain one copy of each at job site. Keep on file in Contractor's office one copy of each.

1.8 SUBMITTALS

A. Before start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

1. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work including:

a. State and Local Regulations: Submit copies of codes and regulations applicable to the work if requested by the Owner's Representative.

2. Notices: Submit notices required by federal, state and local regulations together with proof of timely transmittal to agency requiring the notice.

3. Permits: Submit copies of current valid permits required by state and local regulations.

4. Licenses: Submit copies of all State and local licenses and permits necessary to carry out the work of this contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION - 01098

SECTION 01301 - SUBMITTALS

SUBMITTAL CHECKLIST

The following is a listing of the submittals required by each section.

01013 Summary of Work - Asbestos Abatement
- Before Start of Work:
  - Plan of Action
  - Pre-construction Inspection

01028 Application for Payment - Asbestos Abatement
- Before Start of Work:
  - Schedule of Values
- Periodically During Work:
  - Refer to section for specific requirements for Payment Requests

01043 Project Coordination - Asbestos Abatement
- Before Start of Work:
  - Contractors Construction Schedule
  - Contingency Plans
  - Telephone Numbers
  - Notifications sent to other entities at the work site.
  - Notifications sent to emergency service agencies.
  - Resume: of general superintendent.
  - Accreditation: Certificate of accreditation of general superintendent
  - Staff Names:
- Periodically During Work:
  - Daily Logs
  - Event Reports
  - Accident Reports
  - Discovered Condition Reports

01098 Codes, Regulations and Standards - Asbestos Abatement
- Before Start of Work:
  - State of Delaware Regulations
  - Local Regulations
  - State Of Delaware Contractor Licenses
  - Notifications To DNREC and EPA
  - Permits (Where Applicable)

01301 Submittals
- Before Start of Work:
  - Submittal Schedule
- Periodically During Work:
  - Progress photographs
  - Record Documents

01503 Temporary Facilities - Asbestos Abatement

Before Start of Work:

- Scaffolding
- Hot water heater
- Decontamination Unit Sub-panel
- Ground Fault Circuit Interrupters (GFCI)
- Lamps and Light Fixtures
- Temporary Heating Units
- Self Contained Toilet Units: Product Data, Sub-contractor
- First Aid Supplies
- Fire Extinguishers: product data, location schedule

01513 Temporary Pressure Differential & Air Circulation System

Before Start of Work:

- Pressure Differential System Design
- HEPA Filtered Fan Units: Product data
- Monitoring Equipment: Product data
- Auxiliary Generator: Product data.
- Power Switch: Product data.
- Auxiliary Power System: Shop Drawing

Periodically During Work:

- Pressure Differential Monitoring Results

01526 Temporary Enclosures

Material Safety Data Sheet

- Spray Cement: Product data.
- Spray Cement: Manufacturer's installation instructions.
- Spray Cement: Material Safety Data Sheet.
- Sheet Plastic: Test reports on NFPA 701 test.
- Signs: Samples

01560 Worker Protection - Asbestos Abatement

Before Start of Work:

- AHERA Accreditation: for each worker.
- State of Delaware License: for each worker.
- Historic Airborne Fiber Data.
- Certificate Worker Acknowledgment: for each worker.
- Report from Medical Examination: of each worker.

01562 Respiratory Protection

Before Start of Work:

- Product Data.
- NIOSH and MSHA Certifications.
- “PAPR": System Diagram.
- “PAPR": Operating Instruction.
- Respiratory Protection Program: written manual.
- Respiratory Protection Program: form at end of section.
- Historic Airborne Fiber Data.
- Resume information.

01563 Decontamination Units

Before Start of Work:

- Personnel Decontamination Unit: shop drawing.
- Equipment Decontamination Unit: shop drawing.
- Shower Pan: shop drawing.
- Shower Walls: product data.
- Shower Head and Controls: product data.
- Filters: product data.
- Filters: shop drawing.
- Hose Bib: product data.
- Wash Station Shower Stall: product data.
- Wash Station Shower Stall: shop drawing.
- Elastomeric membrane: product data.
- Lumber: product data on fire resistance treatment.
- Sump Pump: product data.
- Signs: samples.

01601 Materials and Equipment - Asbestos Abatement

Before Start of Work:

- Product List Schedule

01632 Substitutions - Asbestos Abatement

Before Start of Work:

- Refer to section.

Periodically During Work:

- Refer to section

01701 Project Closeout - Asbestos Abatement

Periodically During Work:

- Refer to section

01711 Project Decontamination

Periodically During Work:

- Fire Test on Look Back Encapsulants used.

02084 Disposal of Regulated Asbestos-Containing Material

Before Start of Work:

- Waste Hauler State License
- Waste Hauler Local License
- Name and address of landfill.
- Chain of Custody form
- Waste Manifest Form.
- Label Samples.

Periodically During Work:

- On a weekly basis: copies of manifests and disposal site receipts.

END OF SUBMITTAL CHECKLIST

SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include but are not limited to, the following:

1. Insurance Certificates
2. Non-Collusion Statement
3. Performance Bond (If Applicable)
4. Labor /Material Payment Bond (If Applicable)
5. Contractor's Construction Schedule
6. Schedule Of Values (If Applicable)
7. 10 Day Notification into DE and EPA or Courtesy Notification into DE
8. Certificates And Licenses:
   a. Delaware Specific State Licenses
   b. Asbestos Abatement Worker Certification – Employees
   c. Asbestos Abatement Supervisors Certifications
9. Worker Acknowledgement Forms
10. Worker Medicals
11. Respiratory Protection Plan
12. Plan of Action
13. Contingency Plan
14. List Of Subcontractors
15. Product – MSDS
16. Equipment List – Manufacturer's Data

17. Permits

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

a. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

B. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

1. Allow 2 weeks for initial review. Allow additional time if the Owner's Representative must delay processing to permit coordination with subsequent submittals.

2. If an intermediate submittal is necessary, process the same as the initial submittal.

3. Allow 2 weeks for reprocessing each submittal.

4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the Work to permit processing.

C. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

a. Project name.

b. Date.

c. Name and address of the Owner's Representative.

d. Name and address of the Contractor.

e. Name and address of the subcontractor.

f. Name and address of the supplier.

g. Name of the manufacturer.

h. Number and title of appropriate Specification Section.

i. Drawing number and detail references, as appropriate.

D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Owner's Representative using a transmittal form. The Owner's Representative will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 SUBMITTAL SCHEDULE

A. Listing: At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.

B. Submittal Schedule: After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.

1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.

2. Prepare the schedule in chronological order. Provide the following information:

a. Scheduled date for the first submittal.

b. Related Section number.

c. Submittal category (Shop Drawings, Product Data, or Samples).

d. Name of the subcontractor.

e. Description of the part of the Work covered.

f. Scheduled date for resubmittal.

g. Scheduled date for the Owner's Representative's final release or approval.

C. Distribution: Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute 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 construction activities.

D. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

C. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.

D. Initial Submittal: Submit one correctable, translucent, reproducible print and one blue- or black-line print for the Owner's Representative's review. The Owner's Representative will return the reproducible print.

1. One of the prints returned shall be marked up and maintained as a "Record Document."
2. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

1.6 PRODUCT DATA

A. Collect Product Data into a single submittal. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
   a. Manufacturer's printed recommendations.
   b. Compliance with recognized trade association standards.
   c. Compliance with recognized testing agency standards.
   d. Application of testing agency labels and seals.
   e. Notation of dimensions verified by field measurement.
   f. Notation of coordination requirements.
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

B. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.

C. Submittals: Submit 3 copies of each required submittal. The Owner's Representative will retain two, and will return the one marked with action taken and corrections or modifications required.

1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

1. Do not proceed with installation until a final submittal is in the installer's possession.

2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.7 SAMPLES

A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

2. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

B. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.

1. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.8 MISCELLANEOUS SUBMITTALS:

A. Material Safety Data Sheets: Process material safety data sheets as "product data." These are submitted for information purposes only.

B. Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.

C. Records of Actual Work: Furnish 4 copies of records of actual work, one of which will be returned for inclusion in the record documents as specified in section "Project Closeout".

D. Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where workmanship, whether at the project

site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

E. Closeout Submittals: Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

F. Record Documents: Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 2 photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.

1.9 OWNER'S REPRESENTATIVE'S ACTION

A. Except for submittals for the record or information, where action and return is required, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.

1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The Owner's Representative will stamp each submittal with a uniform, action stamp. The Owner's Representative will mark the stamp appropriately to indicate the action taken, as follows:

1. Final Unrestricted Release: When the Owner's Representative marks a submittal "Approved," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

2. Final-But-Restricted Release: When the Owner's Representative marks a submittal "Approved as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

3. Returned for Resubmittal: When the Owner's Representative marks a submittal "Not Approved, Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.

a. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.

4. Received - Not Reviewed: When the Owner's Representative marks a submittal "Received - Not Reviewed" this acknowledges that the submittal has been received. This action applies to materials that are to be submitted for information purposes only, and where no review or action by the Owner's Representative is required.

5. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Owner's Representative will return the submittal marked "Action Not Required."

END OF SECTION 01301

SECTION 01503 - TEMPORARY FACILITIES

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.

B. Temporary utilities include, but are not limited to, the following:

1. Water service and distribution.
2. Temporary electric power and light.
3. Temporary heat.
4. Ventilation.
5. Telephone service.
6. Sanitary facilities, including drinking water.

C. Support facilities include, but are not limited to, the following:

1. Field offices and storage sheds (if needed.)
2. Temporary enclosures.

D. Security and protection facilities include, but are not limited to, the following:

1. Temporary fire protection.
2. Barricades, warning signs, and lights.

1.3 DESCRIPTION OF REQUIREMENTS:

A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

1.4 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

1. Hot water heater: Submit manufacturers name, model number, size in gallons (liters), heating capacity, power requirements.
2. Decontamination Unit Sub-panel: Submit product data.
3. Ground Fault Circuit Interrupters (GFCI): Submit product data.
4. Lamps and Light Fixtures: Submit product data.

5. Temporary Heating Units: Provide product data.

6. Temporary Cooling Units: Provide product data and installation instructions.

7. Self Contained Toilet Units: Provide product data and name of sub-contractor to be used for servicing self contained toilets. Submit method to used for servicing.

8. Fire Extinguishers: Provide product data. Submit schedule indicating location at job site and compliance with NFPA 10 and NFPA 241.

9. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

10. Implementation and Termination Schedule: Prior to mobilization, submit a schedule indicating implementation and termination of each temporary utility.

1.5 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. Building code requirements.

2. Health and safety regulations.

3. Utility company regulations.

4. Police, fire department, and rescue squad rules.

5. Environmental protection regulations.

B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."

D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. General: Provide new materials and equipment. If acceptable to the Owner's Representative, the Contractor may use undamaged, previously used materials and equipment in serviceable condition. Provide materials and equipment suitable for use intended.

B. Lumber and Plywood:

1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.

C. Scaffolding: Provide scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of scaffolding shall comply with applicable OSHA provisions.

1. Equip rungs of metal ladders, etc. with an abrasive non-slip surface.

2. Provide a nonskid surface on scaffold surfaces subject to foot traffic.

2.2 WATER SERVICE

A. Water: Provide potable water approved by local health authorities.

B. Temporary Water Service Connection: After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment. Provide separate hoses and/or/ pumps for shower water and amended water, without the possibility of cross connection.

C. Water Hoses: Provide, heavy-duty, abrasion-resistant, flexible hoses in diameters and lengths necessary to adequately serve temporary facilities, and with a pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

1. Provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

D. Hot Water Heater: Provide UL rated minimum 40 gallon (150 liters) electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" (30 cm. X 30 cm. X 15 cm) deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart (3 liter) kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

2.3 ELECTRICAL SERVICE:

A. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

B. Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the buildings main distribution panel.

Subpanel and disconnect shall be sized and equipped to accommodate electrical equipment required for completion of the work.

1. Connection to the building's main distribution panel is to be made by an appropriate licensed electrician

C. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

D. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters (GFCI), reset button, and pilot light for connection of power tools and equipment.

1. Locate GFCI's exterior to Work Area so that circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.

E. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

F. Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.4 TEMPORARY HEAT:

A. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed. Use steam or hot water radiant heat where available, and where not available use electric resistant fin radiation supplied from a branch circuit with ground fault circuit interrupter.

2.5 TEMPORARY STRUCTURES

A. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

2.6 FIRST AID

A. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

2.7 FIRE EXTINGUISHERS:

A. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated,

Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

B. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

A. General: Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Require that personnel accomplishing this work be licensed as required by local authority for the work performed.

D. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

E. Restore modified building systems in a like operational condition or industry acceptable condition which ascertains the safety of the system and structure.

3.2 SCAFFOLDING:

A. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.

B. Clean as necessary debris from non-slip surfaces.

C. At the completion of abatement work clean construction aids within the work area, wrap in one layer of 6 mil (0.15 mm) polyethylene sheet and seal before removal from the Work Area.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: If required, engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.

2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

3. Charges associated with services provided by local utility company is the sole responsibility of the contractor.

B. Water Service:

1. Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" (19 mm) pipe-size connection, and a maximum flow of 10 g.p.m. (38 liters /

minute) each to cold water supply. Supply hot and cold water to the Decontamination Unit in accordance with Section 01563.

a. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

2. Sterilization: Sterilize temporary water piping prior to use.

C. Electrical Service:

1. Lock out: Lock out all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.

a. Comply with requirements to OSHA 29 CFR 1910.147 the control of hazardous energy lock out/tag out.

b. Lock out power to Work Area by switching off breakers serving power or lighting circuits in work area. Tagout breakers with notation "DANGER circuit being worked on". Lock panel and have all keys under control of authorized person who has locked pane.

c. Lock out power to circuits running through Work Area wherever possible by switching off and locking all breakers serving these circuits. Tag out breakers with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to authorized person who has applied locks. If circuits cannot be shut down for any reason, label at intervals of 4-feet" (1.25 meter) on center with signs reading, "DANGER live electric circuit. Electrocution hazard." All asbestos abatement work in the vicinity of the live circuit is to be performed dry. All necessary notifications and procedures for dry removal are to be followed.

d. Lock out power to electrical equipment located in the work area, and to any fans or other equipment that is going to be worked on.

2. Temporary Electrical Panel: Provide temporary electrical panel sized and equipped to accommodate electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical system. Protect with circuit breaker or fused disconnect. Panel is to be installed by an appropriate licensed electrician.

3. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.

4. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices.

5. Temporary Wiring: in the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.

6. Number of Branch Circuits: Provide sufficient branch circuits as required by the work. Branch circuits are to originate at temporary electrical panel. At minimum provide the following:
   a. One Circuit for each HEPA filtered fan unit
   b. For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
   c. One outlet in the work area for each 2500 square feet (225 square meters) of work area
   d. One outlet at each decontamination unit, located in equipment room
7. 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting visual inspection and air sampling during the work as follows:
   a. One in each work area
   b. One at clean side of each Decontamination Unit.
   c. One at each exhaust location for HEPA filtered fan units
8. 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting visual inspection and final air sampling as set forth in Section 01711 Project Decontamination as follows:
   a. Five inside work area
   b. Two outside work area in location designated by Owner's Representative

D. Temporary Lighting:

1. Lock out: Lock out existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
   a. One 200-watt incandescent lamp per 1000 square feet (92.9 square meters) of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet (15.2 meters) . In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
   b. Provide lighting in areas where work is being preformed as required to supply a 100 foot candle (1,076 lumens/sq meter) minimum light level.
   c. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle (1,076 lumens/sq meter) minimum light level.
   d. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle (538 lumens/sq meter) minimum light level.

3. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. Lighting circuits are to originate at temporary electrical panel.

4. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

E. Temporary Heat:

1. General: Provide temporary heat where indicated or needed for performance of the Work.

2. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP-gas or fuel-oil heaters with individual space thermostatic control.

a. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.

3. Maintain a minimum temperature of 70 degrees F (21 degrees C) where finished work has been installed.

4. Maintain a minimum temperature of 75 degrees F (24 degrees C).in the shower of the decontamination unit.

5. Maintain a minimum temperature of 65 degrees F (18 degrees C) in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before start of reconstruction work, maintain a minimum temperature of 50 degrees F (10 degrees C).

F. Temporary Utilities

1. Temporary Telephones: Provide temporary telephone service throughout the construction period for personnel engaged in construction activities. Install telephone on a separate line for each temporary office and first-aid station.

2. Separate Telephone Lines: Provide additional telephone lines for the following:

a. Where an office has more than 2 occupants, install a telephone for each additional occupant or pair of occupants.

b. At each telephone, post a list of emergency telephone numbers.

G. Sanitary Facilities:

1. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

a. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.

2. Provide separate facilities for male and female personnel.

3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

4. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

   a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7.2 to 12.8 deg C).

3.4 SUPPORT FACILITIES INSTALLATION

A. Locate field offices, field laboratories, storage sheds, and other temporary construction and support facilities for easy access.

1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

B. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.

3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.

4. Where temporary wood or plywood enclosure exceeds 100 sq. ft. (9.2 sq. m) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

3.5 FIRE PROTECTION FACILITIES INSTALLATION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Owner's Representative.

B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."

Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

2. Store combustible materials in containers in fire-safe locations.

3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires.

4. Prohibit smoking within any building, structure, and other enclosures or in hazardous fire-exposure areas.

5. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

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. Termination and Removal: Unless the Owner's Representative requests that it be maintained longer, remove each temporary facility when the need has ended, when 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 the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities installed by the Contractor are the Contractor's property.

2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:

a. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 01503

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 MONITORING

A. Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

1.3 SUBMITTALS

A. Before Start of Work: Submit design of pressure differential system to the Owner's Representative for review. Do not begin work until submittal is returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use. Include in the submittal at a minimum:

1. Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines
2. Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area
3. Anticipated pressure differential across Work Area enclosures
4. Description of methods of testing for correct air flow and pressure differentials
5. Manufacturer's product data on the HEPA filtered fan units to be used
6. Location of the machines in the Work Area
7. Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power.
8. Description of work practices to insure that airborne fibers travel away from workers
9. Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area.
10. Manufacturer's product data on auxiliary generator to be used
11. Manufacturer's product data on auxiliary power switch to be used
12. Schematic diagram of power and auxiliary power supply to HEPA filtered fan units

B. On a weekly basis: Submit printout from pressure differential monitoring equipment. Mark printout with date and start of time for each day. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate on each day's record times of starting and stopping

abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes. Cut printout into segments by day, attach to 8 ½" by 11" paper. Label with project name, contractors name and date.

1.4 QUALITY ASSURANCE:

A. Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02 inch of water.

PART 2 - PRODUCTS

2.1 HEPA FILTERED FAN UNITS:

A. General: Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Use units that meet the following requirements.

B. Cabinet: Constructed of durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Provide units whose cabinets are:

1. Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance

2. Arranged to provide access to and replacement of all air filters from intake end

3. Mounted on casters or wheels

C. Fans: Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

D. HEPA Filters: Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.

1. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.

2. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.

3. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

4. Pre-filters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. Provide units with the following pre-filters:

a. First-stage pre-filter: low-efficiency type (e.g., for particles 100 um and larger)

b. Second-stage (or intermediate) filter: medium efficiency (eg., effective for particles down to 5 um)

c. Provide units with pre-filters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

E. Instrumentation: Provide units equipped with:

1. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed

2. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) (Liters / Second (LPS)) air delivery at that point

3. Elapsed time meter to show the total accumulated hours of operation

F. Safety and Warning Devices: Provide units with the following safety and warning devices:

1. Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter

2. Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge

3. Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red)

4. Audible alarm if unit shuts down due to operation of safety systems

G. Electrical components: Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA), and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

H. Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

I. Manufacturer: Subject to compliance with requirements, provide products of the following:

1. HEPA filtered Fan Units: The following machines are standard 2000 CFM machines used in typical asbestos abatement jobs.

2. This listing is not to be construed as being prescriptive for the project.

Aerospace America, Inc. "Aero-Clean 2000"
900 Truman Parkway
P.O. Box 189
Bay City, Michigan 48707
(517) 684-2121

Abatement Technologies "HEPA-AIRE 1990 and HEPA-AIRE 2000"
3305 Breckinridge Blvd. #118
Deluth, GA 30136
(800) 634-9091 or (404) 925-2761

Global Consumer Services, Inc.
4615-1U E. Industrial St.
Sims Valley, CA 93063

(805) 579-0230

M-Tec Corp.
1300 W. Steel Rd.
Unit #2
Morrisville, PA 19067
(215) 295-8208

Micro-Trap
Alumina II

3. Large Capacity: The following are large capacity 5000-6000 CFM machines used on large asbestos abatement jobs.

Abatement Technologies
3305 Breckinridge Blvd. #118
Deluth, GA 30136
(800) 634-9091 or (404) 925-2761

"HEPA-AIRE 5000"
model H5000C

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL ISOLATION

A. Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.

B. Relative Pressure in Work Area: Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of:

1. 0.02 inches (0.5 mm) of water.

C. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work Area. Determine the number of units required for pressure isolation by the following procedure:

1. Establish required air circulation in the work area, personnel and equipment decontamination units.

2. Establish isolation by increased pressure in adjacent areas or as part of seals where required.

3. Exhaust a sufficient number of units from the work area to develop the required pressure differential.

4. The required number of units is the number determined above plus one additional unit.

5. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

6. Vent each HEPA filtered fan unit to inlet of second unit. Vent second unit to a controlled area in the building. Insure that controlled area is isolated from balance of building by critical barriers at all times that units are in operation.

7. Mount units to exhaust directly or through disposable ductwork.

8. Use only new ductwork except for sheet metal connections and elbows.

9. Use ductwork and fittings of same diameter or larger than discharge connection of fan unit.

10. Use spiral wire-reinforced flex duct in lengths not greater than 50 feet (15 meters).

D. Isolation of elevators, stair towers, and return air intakes: Erect seals with an air space at doors to elevators and stair towers. Pressurize this space with HEPA-filtered air so that it is at a pressure greater than either the Work Area elevator shaft or stair tower.

1. Fabricate seal by first sealing door with duct tape and 6 mil (0.15 mm) polyethylene. Construct a barrier from ½" (13mm) CDX plywood supported by 2" X 4" (51 mm x 102 mm) wood studs at 16" (410 mm) on centers. Space face of barrier a minimum of 3" (76 mm) from face of door. Seal barrier with 6 mil (0.15 mm) sheet plastic and duct tape.

2. Use plywood and framing lumber that is treated to be fire resistant.

3. Pressurize space with exhaust from HEPA filtered fan unit. Continuously maintain a pressure differential with this space a minimum of 0.02 inches (0.5 mm) of water higher in static pressure than any adjacent space.

4. Locate HEPA filtered fan unit outside of work area. Fabricate a manifold as required to distribute air to individual spaces to be isolated. Provide relief venting at unit as required to prevent shut down due to low air flow while still maintaining required air pressure.

3.2 AIR CIRCULATION IN THE WORK AREA:

A. Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.

B. Air circulation in the Work Area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in the worker protection program.

C. Determining the Air circulation Requirements: The air flow volume (cubic meters per minute) exhausted (removed) from the workplace must exceed the amount of makeup air supplied to the enclosure. Provide a fully operational air circulation system supplying a minimum of the following air circulation rate:

1. 4 air changes per hour

D. Determine Number of Units needed to achieve required air circulation according to the following procedure:

1. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by 60 and multiplying by the air change rate.

2. Air Circulation Required in Cubic Feet of Air per Minute (CFM) =

$$\frac{\text{Volume of work area (cu. ft.)}}{60 \text{ (minutes per hour)}} \times \text{Number of air changes per hour}$$

3. Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

3.3 EXHAUST SYSTEM:

A. Pressure differential isolation and air circulation and pressure differential in the Work Area are to be accomplished by an exhaust system as described below.

1. Exhaust all units from the Work Area to meet air circulation requirement of this section.

2. Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.

3. The end of the unit or its exhaust duct should be placed through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.

4. Vent to Outside of Building, unless authorized in writing by the Owner's Representative.

5. Air Handling Unit Exhaust: The exhaust plume from air handling units should be located away from adjacent personnel and intakes for HVAC systems.

6. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.

3.4 AIR CIRCULATION IN DECONTAMINATION UNITS:

A. Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:

1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.

2. Equipment Decontamination Unit: Across the Holding Room with the Wash Room at a lower pressure than the Clean Room.

B. Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.

C. Air Movement: Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room. At each opening, the air flow velocity must be sufficient to provide visible indications of air movement into the work area. The velocity of air flow within the enclosure must be adequate to remove airborne contamination from each worker's breathing zone without disturbing the asbestos-containing material on surfaces.

3.5 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

A. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply installed under requirements of Section 01503 "Temporary Facilities." Do not use existing branch circuits to power fan units.

B. Air Flow Tests: Air flow patterns will be checked before removal operations begin, at least once per operating shift and any time there is a question regarding the integrity of the enclosure. The primary test for air flow is to trace air currents with smoke tubes or other visual methods. Flow checks are made at each opening and at each doorway to demonstrate that air is being drawn into the enclosure and at each worker's position to show that air is being drawn away from the workers location and toward the HEPA filtration unit.

C. Demonstrate Condition of Equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:

1. Squareness of HEPA Filter
2. Condition of Seals
3. Proper operation of all lights
4. Proper operation of automatic shut down if exhaust is blocked
5. Proper operation of alarms
6. Proper operation of Magnehelic gauge
7. Proper operation and calibration on pressure monitoring equipment

D. Demonstrate Operation of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:

1. Plastic barriers and sheeting move lightly in toward Work Area,
2. Curtain of decontamination units move lightly in toward Work Area,
3. There is a noticeable movement of air through the Decontamination Unit.
4. Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room.
5. Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed.
6. Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, and ductwork or outside.
7. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

E. Use of System During Abatement Operations:

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.

2. Monitoring Pressure Within the Enclosure: After the initial air flow patterns have been checked, the static pressure must be monitored within the enclosure. Monitoring may be made using manometers, pressure gauges, or combinations of these devices. It is recommended that they be attached to alarms and strip chart recorders

3. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Owner's Representative in writing. Supply sufficient pre-filters to allow frequent changes.

4. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and fan units are operating again.

5. Corrective Actions: If the manometers or pressure gauges demonstrate a reduction in pressure differential below the required level, work should cease and the reason for the change investigated and appropriate changes made. The air flow patterns should be retested before work begins again.

6. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

F. Dismantling the System:

1. When a final inspection and the results of final air tests indicate that the area has been decontaminated, fan units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, decontaminate exterior of machine and seal intakes to the machine with 6 mil (0.15 mm) polyethylene to prevent environmental contamination from the filters.

END OF SECTION - 01513

SECTION 01526 - TEMPORARY ENCLOSURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section.

1.2 SUBMITTALS:

A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or stamped "Received – Not Reviewed".

1. Spray Cement: Submit following:

a. Product description including major components and solvents.

b. Manufacturer's installation instructions. Indicate portions applicable to the project.

2. Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

3. Signs: Submit samples of signs to be used.

B. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal has been "Received - Not Reviewed."

1. Material Safety Data Sheet: Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:

a. Spray Cement.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC:

A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil (0.15 mm) thick , clear, frosted, or black as indicated.

B. Flame Retardant Polyethylene Sheet: Provide flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil (0.15 mm) thick frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS:

A. Duct Tape: Provide duct tape in 2 inch or 3 inch (50 mm or 75 mm) widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK:

A. Carry out work of this section sequentially. Complete each of the following activities in accordance with requirements before proceeding to the next.

1. Provide emergency exits and emergency lighting.
2. Control access
3. Provide respiratory and worker protection.
4. Provide Critical Barriers.
5. Prepare Area.
6. Provide Primary Barriers.
7. Provide Isolation Areas as required.
8. Provide Secondary Barrier.

3.2 GENERAL:

A. Work Area: the location where asbestos abatement work occurs. The Work Area is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos control work.

B. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.

C. Construct enclosures to provide an air-tight seal around ducts and openings into existing ventilation systems and around penetrations for electrical conduits, telephone wires, water lines, drain pipes, etc. Construct enclosures to be both airtight and watertight except for those openings designed to provide entry and/or air flow control.

D. Size: Construct enclosure with sufficient volume to encompass all of the working surfaces yet allow unencumbered movement by the worker(s), provide unrestricted air flow past the worker(s), and ensure walking surfaces can be kept free of tripping hazards.

E. Shape: The enclosure may be any shape that optimizes the flow of ventilation air past the worker(s).

F. Structural Integrity: The walls, ceilings and floors must be supported in such a manner that portions of the enclosure will not fall down during normal use.

G. Barrier Supports: Provide frames as necessary to support all unsupported spans of sheeting.

H. Openings: It is not necessary that the structure be airtight; openings may be designed to direct air flow. Such openings are to be located at a distance from active removal operations. They are to be designed to draw air into the enclosure under all anticipated circumstances. In the event that negative pressure is lost, they are to be fitted with either HEPA filters to trap dust or automatic trap doors that prevent dust from escaping the enclosure. Openings for exits are to be controlled by an airlock or a vestibule.

I. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.

J. Areas Within an Enclosure: Each enclosure consists of a work area, a decontamination area, and waste storage area. The work area where the asbestos removal operations occur are to be separated from both the waste storage area and the contamination control area by physical curtains, doors, and/or airflow patterns that force any airborne contamination back into the work area.

K. Removing Mobile Objects: Clean movable objects and remove them from the work area before an enclosure is constructed unless moving the objects creates a hazard. Mobile objects will be assumed to be asbestos contaminated and are to be either cleaned with amended water and a HEPA vacuum and then removed from the area or wrapped and then disposed of as asbestos-contaminated waste.

L. Disabling HVAC Systems: The power to the heating, ventilation, and air conditioning systems that service the regulated area must be deactivated and locked out. All ducts, grills, access ports, windows and vents must be sealed off with two layers of plastic to prevent entrainment of contaminated air.

M. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. A lock and tag shall be placed on each breaker used to de-energize circuits and equipment with notation "DANGER circuit being worked on". Lock panel and have all keys under control of authorized person who has applied the locks.

N. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of authorized person who applied locks. If circuits cannot be shut down for any reason, label at intervals 4 feet (1.22 m) on center with signs reading, "DANGER live electric circuit. Electrocution hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

O. Inspection Windows: Install inspection windows in locations as directed by the Owner's Representative. Each inspection window is to have a 24 inch X 24 inch viewing area fabricated from 1/4 inch acrylic or polycarbonate sheet. Install window with top at 6 feet-6 inches (1.98 m) above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key. Provide keys to Owner's Representative for all such locks.

3.3 EMERGENCY EXITS:

A. Provide emergency exits and emergency lighting as set forth below:

1. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:

2. Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area.

3. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1 inch wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2 inches wide.

4. Provide lighted EXIT sign at each exit.

3.4 CONTROL ACCESS:

A. Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:

1. Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.

2. After receiving written authorization from the Owner's Representative lock all doors into Work Area, or, if doors cannot be locked, chain shut. Notify the local fire department of the list of doors/or other openings which must be chained or otherwise secured shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.

3. After receiving written authorization from the Owner's Representative, construct partitions or closures across any opening into Work Area. Partitions are to be a minimum of 8 feet high.

4. Fabricate partitions from 2 inch X 4 inch wood studs with ½ inch plywood on both faces. Brace at intervals of 4 feet on center.

5. Replace passage sets on doors required for exiting from Work Area with temporary locksets for duration of the project. Use entry type locksets that are key lockable from one side and always operable from inside. Install locksets with key side in stair tower and escape side on Work Area side. Provide one key to Owner and maintain one key in clean room of decontamination unit. After meeting Contractor release criteria set forth in Section 01711 Project Decontamination, reinstall original passage sets and adjust for proper operation.

B. Locked Access: Arrange Work Area so that the only access into Work Area is through lockable doors to personnel and equipment decontamination units.

1. Install temporary doors with entrance type locksets that are key lockable from the outside and always unlocked and operable from the inside. Do not use deadbolts or padlocks.

2. Provide one key for each door to Owner, and Owner's Representative and maintain one key in clean room of decontamination unit (3 total).

C. Demarcation. Demarcate the regulated area in any manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne concentrations of asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area.

D. Access. Limit access to regulated areas to authorized persons as defined by OSHA, and to the Owner, Owner's Representative, Project Administrator or a representative authorized by one of these entities.

E. Provide Warning Signs at each locked door leading to Work Area reading as follows:

1. Print text in both English and Spanish

Legend	**Notation**
KEEP OUT	3 inch (77 mm) Sans Serif Gothic or Block
CONSTRUCTION	1 inch (25.4 mm) Sans Serif Gothic or Block
WORK AREA	1 inch (25.4 mm) Sans Serif Gothic or Block
PROTECTIVE CLOTHING REQUIRED BEYOND THIS POINT	14 Point Gothic

2. Immediately inside door and outside critical barriers post an approximately 20 inch by 14 inch (508 mm X 356 mm) manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

Legend

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

3. Provide spacing between respective lines at least equal to the height of the respective upper line.

3.5 ALTERNATE METHODS OF ENCLOSURE:

A. Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

3.6 RESPIRATORY AND WORKER PROTECTION:

A. Before proceeding beyond this point in providing Temporary Enclosures:

1. Provide Worker Protection per Section 01560

2. Provide Respiratory Protection per Section 01562

3. Provide Personnel Decontamination Unit per Section 01563

3.7 CRITICAL BARRIERS:

A. Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.

B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.

C. Provide Sheet Plastic barriers at least 6 mil (0.15 mm) in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.

D. Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.

3.8 PREPARE AREA:

A. Scaffolding: If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.

B. Remove all electrical and mechanical items such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.

C. Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc. which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

D. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.

E. Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

F. Cleaning and Sealing Surfaces: After cleaning with water and a HEPA vacuum, surfaces of stationary objects should be covered with two layers of plastic sheeting. The sheeting should be secured with duct tape or an equivalent method to provide a tight seal around the object.

3.9 PRIMARY BARRIER

A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.

1. Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls. Perform work in the following sequence.

a. All seams in the sheeting should overlap, be staggered and not be located at corners or wall-to-floor joints.

b. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right-angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.

c. Cover Carpeting with three (3) layers of polyethylene sheeting at least 6 mil in thickness. Place corrugated cardboard sheets between the top and middle layers of polyethylene.

d. Cover Sheet Plastic in areas where scaffolding is to be used with a single layer of ½ inch CDX plywood or 1/4 inch tempered hardboard. Wrap edges and corners of each sheet with duct tape. At completion of abatement work wrap plywood or hardboard with 2 layers of 6 mil polyethylene and move to next Work Area or dispose of as an asbestos-contaminated waste material in accordance with specification.

e. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4 inch exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.

f. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.10 SOLATION AREA:

A. Maintain isolation areas between the Work Area and adjacent building area:

3.11 STOP WORK:

A. If the Critical or Primary barrier falls or is breached in any manner stop asbestos removal work immediately and comply with “Stop Work” requirements of Section 01013 “Summary of Work - Asbestos Abatement”. Do not start work until authorized in writing by the Owner’s Representative.

3.12 EXTENSION OF WORK AREA:

A. Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

3.13 SECONDARY BARRIER:

A. Secondary layer of plastic as a drop cloth to protect the primary layer from debris generated by the asbestos abatement work is specified in the appropriate work sections.

END OF SECTION - 01526

SECTION 01527 - REGULATED AREAS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

A. Respiratory Protection: is specified in Section 01562 “Respiratory Protection”

B. Wet Decontamination Facilities: are described in Section 01563 “Decontamination Units.”

1.3 DESCRIPTION OF WORK:

A. Work of this section consists of preparing a Regulated Area for work of the following specification sections only. Do not use procedures set forth in this section in connection with any other work.

1. Section 01046 Cutting & Patching Asbestos Containing Materials
2. Section 01528 Entry Into Controlled Areas
3. Section 01529 Mini Enclosures and Glovebags
4. Section 01712 Cleaning and Decontamination Procedures
5. Section 02083 Disturbance of ACM During O&M Work
6. Section 15254 Repair of Insulation and Lagging

1.4 SUBMITTALS

A. Before the Start of Work: Submit the following to the Designer for review. Begin no work until these submittals are returned with Designer's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

1. HEPA Filtered Vacuum Cleaners: Submit product data.
2. Signs: Submit samples of each type of sign to be used.
3. Warning Tape: Submit samples.

PART 2 - EQUIPMENT

2.1 PRODUCTS

A. HEPA Filter Vacuum Cleaners:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to, the following:

Nilfisk of America, Inc.	HEPA filtered
225 Great Valley Parkway	Vacuums

Malvern, PA 19355
(800) 645-3475

Minuteman International — Minuteman HEPA Vacuums
111 South Route 53
Addison, IL 60101
(708) 627-6900

Pullman-Holt (White) Corp. — HEPA Filtered Vacuums
PO Box 16647
Tampa, FL 33617
(813) 645-3475

B. Plastic Sheet:

1. Plastic Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil (0.15 mm) thick, clear, frosted, or black as indicated.

PART 3 - EXECUTION

3.1 SECURING WORK AREA:

A. Secure work area from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, by scheduling work for periods of time that the building in unoccupied, or by constructing temporary wood stud and plywood barriers.

3.2 DEMARCATION OF REGULATED AREA:

A. Demarcation. Demarcate the Regulated Area with a sheet plastic drop cloth, signs and barrier tape. Configure the regulated area in a manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne concentrations of asbestos.

1. Drop Cloth: Cover floor in vicinity of Work Area and six (6) feet (1.82 meters) beyond, with 6 mil (0.15 mm) polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.

2. Signs: Post warning signs that carry the following legends in both English and Spanish:

a. First Sign: Provide warning signs at each locked door leading to the controlled area reading as follows:

Legend	**Notation**
KEEP OUT	3 inch (76.2 mm) Block

b. Second Sign: Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch (508 mm x 356 mm) manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

AUTHORIZED PERSONNEL ONLY

RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA

3. Barrier Tape: Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch (76.2 mm) wide polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet (0.91 and 1.22 meters) above the floor.

3.3 SCHEDULING:

A. Work may be carried out during normal working hours in those areas which can be completely secured by lockable doors from access by building occupants and staff, and which have HVAC equipment that can be shut down and locked off. Otherwise, work is to be carried out after building occupants and cleaning staff have left.

3.4 GENERAL PROCEDURES:

A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid release of asbestos fibers into the air:

1. Setup and management of the controlled area is to be under the supervision of an OSHA Competent Person as described in Section 01043 Project Coordination - Asbestos Abatement

2. Before start of work comply with requirement for worker protection in section 01561, and respiratory protection in section 01562.

3. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.

4. Shut down any air handling equipment bringing air into or out of the Regulated Area.

5. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.

6. Cover floor in vicinity of Work Area and six (6) feet (1.82 meters) beyond, with 6 mil (0.15 mm) polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.

7. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet (3.05 meters) of the Work Area with 6 mil (0.15 mm) polyethylene sheeting secured and completely sealed with duct tape.

8. Perform the work per the appropriate specification section while on plastic drop sheet.

9. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.

10. Complete the following at completion of work in an area before stepping off drop sheet.

    a. While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.

    b. Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.

    c. Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including the worker's feet.

11. If moving to the next Work Area in the same secured area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.

12. If work day is complete or if next Work Area is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet steps with each foot off the sheet as the foot covers are removed.

13. Fold sheet and all its contents toward the center.

14. Place the sheet in a properly labeled disposal bag.

15. Neck down the bag and collapse it with the HEPA vacuum.

16. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.

17. Clean all surfaces of the Work Area by use of a HEPA filter vacuum until no visible residue remains.

At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection - Asbestos-Abatement.

END OF SECTION - 01527

SECTION 01528 - ENTRY INTO CONTROLLED AREAS

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

A. The provisions of this section apply when entry is required into an area where such entry could cause contamination of portions of the building and/or where respiratory or other worker protection measures are required.

B. Unless authorized in writing by the Designer, the provisions of this section apply to only the following situations:

1. Entry into the space above a suspended ceiling where there is exposed friable asbestos-containing fire proofing, visible asbestos-containing debris, or other friable asbestos-containing surfacing material when the ceiling tiles in an area no greater than 6 feet by 12 feet (1.83 x 3.65 meters) area to be removed.

2. Entry through sealed access (access door, hatchway, locked door) into an area with friable asbestos-containing surfacing materials or visible debris.

C. Worker Protection: Use procedures of this section only where a negative exposure assessment has been made for these procedures. Historic airborne fiber data demonstrate that personal airborne fiber counts in the breathing zone of those performing the work can be continuously maintained at less than 0.1 fibers per cubic centimeter can be used as a part of this assessment.

D. Area Protection: Use procedures of this section only where historic airborne fiber data demonstrate that area samples in the work area can be continuously maintained at less than 0.01 fibers per cubic centimeter.

1.3 SUBMITTALS:

A. Before the Start of Work: Submit the following to the Designer for review. Begin no work until these submittals are returned with Designer's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

1. Historic Airborne Fiber Data: Submit airborne asbestos fiber count data from an independent air monitoring firm to demonstrate:

a. The ability to perform work of this section while maintaining an airborne fiber count below 0.1 fibers per cubic centimeter in the breathing zone of the individual performing the work.

b. The ability to perform work of this section while maintaining an airborne fiber count below 0.01 fibers per cubic centimeter in the work area.

2. Include the following data for each procedure required by the work:

    a. Date of measurements

    b. Operations monitored

    c. Sampling and analytical methods used and evidence of their accuracy

    d. Number, duration, and results of samples taken

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 REGULATED AREA:

A. Prior to beginning work in this area establish a regulated area as described in Section 01527 Regulated Areas.

3.2 ACCESS THROUGH SUSPENDED CEILINGS:

A. Remove acoustical panels from ceiling suspension system using the following sequence:

1. Follow worker protection procedures including disposable coveralls and respirators required by Section 01560, and Section 01562.

2. Follow local area protection procedures of Section 01528. Spread layer of 6 mil (0.15 mm) polyethylene sheet on floor 6 feet (1.83 meters) further in extent than the size of the ceiling opening to be made.

3. HEPA vacuum around edges of all panels to be removed.

4. While holding nozzle of HEPA vacuum in vicinity slowly lift one edge of center ceiling panel. Immediately HEPA vacuum space at lifted edge. Lift entire panel straight up and HEPA vacuum all four sides.

5. Place panel on top of adjacent ceiling.

6. Place intake duct to HEPA Filtered Fan Unit per Section 01513 in space above ceiling and fasten in place. Operate machine continuously while ceiling is open.

7. Note that the operation of the HEPA vacuum is intended to clean the air in the location of the work. As such the nozzle should be kept above the ceiling as much as possible and the canister on the floor.

8. Climb to a position which permits access to the top of the ceiling adjacent to the removed panel.

9. Working in the space above the ceiling, HEPA vacuum both sides of the ceiling panel first removed and hand it down into a 6 mil (0.15 mm) polyethylene bag for storage.

10. Remove loose material hanging from the friable asbestos- containing material with the suction from the HEPA vacuum.
11. Pass wand of operating HEPA vacuum through air between asbestos-containing material and top of ceiling.
12. HEPA vacuum the tops of all ceiling panels which are in reach.
13. Carefully HEPA vacuum the crack between the suspension system and ceiling panels from the top for all ceiling panels within reach.
14. Remove ceiling panels as required while constantly HEPA vacuuming all four edges of panel and suspension system.
15. Working in space above ceiling HEPA vacuum both sides on each panel removed and hand each down into a 6 mil (0.15 mm) polyethylene bag which is labeled as set forth is Section 02084.
16. Maintain HEPA vacuum in operation with nozzle above ceiling and exhaust at floor for the entire time that the ceiling is open and work is being done above the ceiling.
17. When above-ceiling work is complete replace ceiling panels.
18. HEPA vacuum worker's head, arm, and shoulders before climbing down from ceiling.
19. HEPA vacuum ladder while climbing down.
20. While standing on plastic sheet thoroughly HEPA vacuum ladder and pass it to person standing off sheet.

3.3 ENTRY INTO CONTROLLED AREAS:

A. Use same procedures as above except that ceiling tiles do not need to be removed.

B. If access is through a wall hatch or door, duct tape floor sheet to wall or threshold.

C. If access is into large area such as crawl tunnel, comply with worker protection requirements but use HEPA vacuum only for work procedures in the area.

3.4 PERSONNEL DECONTAMINATION:

A. At the end of all work change to a clean disposable coverall and leaving respirator in place proceed to a remote shower and decontaminate as required by Section 01560 Worker Protection - Asbestos Abatement.

B. Complete dry decontamination procedures set forth in Section 01561 “Worker Protection - Repair & Maintenance.”

END OF SECTION 01528

SECTION 01560 - WORKER PROTECTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

A. Respiratory Protection: is specified in Section 01562.

1.4 WORKER TRAINING:

A. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).

B. State and Local License: All workers are to be trained, certified, and accredited as required by the State of Delaware.

C. Training - Class I: Train in accordance with 29 CFR 1926.1101. Provide training for all workers who will perform Class I operations that is the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).

1.5 MEDICAL SURVEILLANCE:

A. Provide a medical surveillance program for all employees who are:

1. Engaged in Class I, II and III work for a combined total of 30 or more days per year or,
2. Are exposed at or above the permissible exposure limit or excursion limit or,
3. Before an employee can be assigned to work requiring use of a respirator.

B. Provide a medical surveillance program and physician's opinion before a respirator is assigned as required by 29 CFR 1910.134 and 29 CFR 1926.103(e)(10) .

C. Provide medical examination that as a minimum meets OSHA requirements as set forth in 29 CFR 1926.1101. In addition, require that the physician provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

1.6 SUBMITTALS:

A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

1. AHERA Accreditation: Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the EPA Interim Final Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).

2. State and Local License: Submit evidence that all workers have been trained, certified and accredited as required by the State of Delaware.

3. Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.

4. Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:

   a. Name and Social Security Number

   b. The physician's written opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos;

   c. Any recommended limitations on the employee or on the use of personal protective equipment such as respirators; and

   d. A statement that the employee has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.

   e. A statement that the employee has been informed by the physician of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure (29 CFR 1926.1101(m)).

   f. A legible typed version of the physician's name, the physician's signature, and date of examination.

   g. A statement that worker is able to wear and use the type respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.

5. Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 EQUIPMENT

2.1 PROTECTIVE CLOTHING:

A. General. Provide and require the use of protective clothing, such as coveralls or similar whole-body clothing, head coverings, gloves, and foot coverings for any employee exposed to airborne concentrations of asbestos that exceed the TWA and/or excursion limit prescribed by 29 CFR 1926.1101 or for which a required negative exposure assessment is not produced, and for any employee performing Class I operations which involve the removal of over 25 linear or 10 square feet (7.5 linear meters or 3 square meters) of TSI or surfacing ACM or PACM.

B. Coveralls: Provide disposable full-body coveralls and disposable head covers and require that they be worn by all workers in the Work Area. Provide enough for all required changes for all workers in the Work Area.

C. Hard Hats: Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator and Owner. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

D. Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the work.

2.2 ADDITIONAL PROTECTIVE EQUIPMENT:

A. Disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Owner's Representative, Project Administrator, and other authorized representatives who may inspect the job site. Provide six (6) complete coveralls per day.

PART 3 EXECUTION

3.1 GENERAL:

A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

B. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES:

A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:

1. Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:

   a. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

   b. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:

   c. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canister dry.

   d. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.

   e. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breathe.

   f. Carefully wash facepiece of respirator inside and out.

2. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.

   a. Shower completely with soap and water.

   b. Rinse thoroughly.

   c. Rinse shower room walls and floor prior to exit.

   d. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

B. Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

C. Within Work Area:

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-Work Areas of the building.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT:

A. Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

END OF SECTION - 01560

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME_____ DATE_____

PROJECT ADDRESS_____

CONTRACTOR'S NAME_____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. This training must have been the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, and Appendix C).

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document, you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer.

Signature_____Social Security No_____

Printed Name_____Witness_____

SECTION 01562 - RESPIRATORY PROTECTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

A. Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials (ACM) in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

1.3 DEFINITIONS:

A. "Negative Pressure Respirator": A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere. These types of respirators will not be utilized on this project.

B. "Protection Factor": The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

C. "Respirator": A device designed to protect the wearer from the inhalation of harmful atmospheres.

1.4 STANDARDS:

A. Except to the extent that more stringent requirements are written directly into the Contract Documents, the latest edition of the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

1. OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards Section 29 CFR 1910.1001, Section 1910.134, and Section 29 CFR 1926.1101.

2. CGA - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".

3. CSA - Canadian Standard Association, Rexdal, Ontario, Standard Z180.1, "Compressed Breathing Air".

4. ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2.

5. NIOSH - National Institute for Occupational Safety and Health
   - NIOSH Respirator Decision Logic (May 1987) DHHS/NIOSH Publication No. 87-108;
   - NIOSH/EPA, "A Guide to Respiratory Protection for the Asbestos Abatement Industry" EPA-560-OPTS-86-001 (September 1986);
   - 42 CFR 84, NIOSH Standard for Certification of Non-Powered Air Purifying Respirator filters;
   - 30 CFR 11, NIOSH - Certification of Respirators
6. MSHA - Mine Safety and Health Administration

1.5 SUBMITTALS:

A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

1. Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.

2. System Diagram: When a supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.

3. Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.

4. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

5. Resume Information: Submit resume and information on training for individual monitoring the operation of supplied air respiratory systems. Submit training certifications where applicable.

1.6 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

A. Provide air used for breathing in supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D:

1.7 ALLOWABLE CONTAMINANTS:

A. Supply air that has an asbestos concentration no greater than outside ambient conditions.

B. Supply air that meets the level of contaminants allowed according to the air quality standard specified.

C. The following table sets forth the quantity of any given contaminant allowed according to the referenced standards:

CONTAMINANT	Grade D	CGA Type 1 (Gaseous Air) Grade E	Grade H	CSA Z180.1
Carbon Monoxide, PPM/v	20	10	5	5
Carbon Dioxide, PPM/v	1000	500	500	500
Condensed Hydrocarbons, mg./cu. meter	5	5		1
Gaseous Hydrocarbons - as methane, PPM/v			10	25
Water Vapor PPM/v dewpoint	(1) -50F	(1) -50F	(1) -50F	67 -62F
Objectionable Odors	None	None	None	None
Nitrogen Dioxide, PPM/v	-	-	0.5	0.2
Nitrous Oxide, PPM/v	-	-	-	5
Sulfur Dioxide, PPM/v	-	-	0.5	-
Halogenated solvents, PPM/v	-	-	1	-
Other gaseous contaminants	-	-	-	(2)
Inorganic particulates, mg./cu. meter	-	-	-	1

- Indicates that the standard shows no limiting characteristics

(1) The CGA standards do not indicate a specific moisture limit when the ambient temperature is above freezing. However, since a moisture content no greater than a -50 Degrees Fahrenheit (-45.56 Degrees Celsius) dewpoint (66 PPM/v) is necessary for carbon monoxide elimination, the CO limits could not be met unless the air were dried to a -50 Degrees Fahrenheit (-45.56 Degrees Celsius) dewpoint or better.

(2) Maximum allowable content of trichlorotrifluoroethane, dichlorodifluoromethane, and chlorodifluoromethane is 2 PPM/v for each. Unlisted contaminants shall not exceed one-tenth of the Threshold Limit Values (TLV's) for Chemical Substances in Workroom air adopted by the American Conference of Governmental Industrial Hygienists (ACGIH).

1.8 DELIVERY:

A. Deliver replacement parts, etc., not otherwise labeled by NIOSH or MSHA to job site in manufacturer's containers.

PART 2 EQUIPMENT

2.1 AIR PURIFYING RESPIRATORS

A. Respirator Bodies: Provide full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit (0 degrees Celsius).

B. Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with 42 CFR Part 84 and ANSI Z228.2. Also, additional cartridge sections may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.

C. Non-permitted respirators. Do not use single use, disposable, or Negative Pressure Respirators. Use of PAPR respirators is permitted with written approval by the Owner's Representative.

2.2 SUPPLIED AIR RESPIRATOR SYSTEMS:

A. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.

B. Facepiece and Hose: Provide full facepiece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure facepiece.

C. Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5 percent oxygen) provide a pressure-demand full facepiece supplied air respirator equipped with an emergency backup HEPA filter.

D. Escape air supply: In atmospheres which are oxygen deficient (less than 19.5 percent oxygen) provide a pressure-demand full facepiece supplied air respirator incorporating an auxiliary self-contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in pressure demand mode with a positive pressure face piece.

E. Backup air supply: Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected facepiece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure. Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.

F. Warning device: Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use, in all parts of the Work Area and at the compressor. Connect alarm to warn of:

1. Compressor shut down or other fault requiring use of backup air supply

2. Carbon Monoxide (CO) levels in excess of 5 PPM/V

G. Carbon Monoxide (CO) Monitor: Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".

H. Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sound if any of the following occur:

1. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply

2. Compressor temperature exceeds normal operating range

I. Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.

J. Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.

K. After-Cooler: Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

L. Self-Contained Breathing Apparatus (SCBA): Configure system to permit the recharging of ½ hour 2260 PSI (15.58 MPa) SCBA cylinders.

PART 3 EXECUTION

3.1 GENERAL:

A. Respiratory Protection Program: Comply with ANSI Z88.2 "Practices for Respiratory Protection" and OSHA 29 CFR 1910.314 and 1926.103.

B. Require that respiratory protection be used at all times that there is any possibility of disturbance of ACM whether intentional or accidental.

C. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01711.

D. Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be a PAPR respirators with high efficiency filters.

3.2 FIT TESTING:

A. Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by an individual qualified to do fit testing. Fit types and sizes of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing has been provided.

B. On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.

C. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2.

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:

A. General: After reducing airborne asbestos levels to the lowest feasible level with engineering controls and work practices, provide respiratory protection as necessary to ensure that workers are

not exposed to an airborne concentration of asbestos in excess of the Specified Permissible Exposure Limits (SPEL) set forth in this Section.

B. Specific Respiratory Protection Requirements: Provide respiratory protection as indicated below as a minimum requirement:

1. Powered Air-Purifying Respirators (PAPR): Provide powered air-purifying respirators (PAPR) during project set up and during final cleaning.

2. Type "C" Supplied-air respirators: full facepiece pressure demand supplied air respirators are to be used by all workers engaged in the removal of thermal system insulation (TSI) or surfacing materials, or demolition of pipes, structures, or equipment covered or insulated with asbestos, or in the removal or demolition of asbestos insulation or coverings, or any other activity, (with exception to 3.3 B.1), which results in or may result in airborne asbestos fiber levels.

3.4 SPECIFIED PERMISSIBLE EXPOSURE LIMITS (SPEL):

A. Specified Permissible Exposure Limits (SPEL): Ensure that no worker is exposed to an airborne concentration of asbestos in excess of the Time-Weighted Average (TWA) limit, and Excursion Limit (EL) set forth below.

1. Time Weighted Average (TWA) limit - Concentration of airborne asbestos fibers to which any worker may be exposed as an eight (8) hour time-weighted average (TWA) shall not exceed the following.

a. 0.01 fibers per cubic centimeter

2. Excursion Limit (EL) - Concentration of airborne asbestos fibers to which any worker may be exposed as averaged over a sampling period of thirty (30) minutes shall not exceed the following.

a. 1.0 fibers per cubic centimeter

B. Fibers: For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), or NIOSH 7400 procedure.

1. Electron Microscopy: If Electron Microscopy is used to determine airborne fiber levels, only asbestos fibers will be enumerated, but fibers of any size detected by the testing of Section 01711 Project Decontamination will be counted.

RESPIRATORY PROTECTION FACTOR:

	Respirator Type	Protection Factor
1.	Powered air-purifying respirator equipped with high efficiency filters or any supplied air respirator operated in continuous flow mode. Full facepiece	1,000

2.	Supplied air: Positive pressure respirator Pressure demand or other positive pressure mode Full facepiece Equipped with an auxiliary HEPA cartridge or positive pressure Self-contained breathing apparatus (SCBA) for escape	1,000

3.5 AIR PURIFYING RESPIRATORS:

A. Powered air purifying - half or full face mask: Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the facepiece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, and be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

3.6 SUPPLIED AIR RESPIRATOR:

A. Air Systems Monitor: Continuously monitor the air system operation including compressor operation, filter system operation, backup air capacity and all warning and monitoring devices at all times that system is in operation. Assign an individual, trained by manufacturer of the equipment in use or by a Certified Industrial Hygienist, in the operation and maintenance of the system to provide this monitoring. Assign no other duties to this individual which will take him away from monitoring the air system.

END OF SECTION - 01562

SECTION 01563 - DECONTAMINATION UNITS

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

A. Refer to Section 01503 Temporary Facilities - Asbestos Abatement for electrical requirements and requirements relative to connection of decontamination facilities to building systems such as water, sewer, and electrical.

1.4 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

1. Personnel Decontamination Unit: Provide shop drawing showing location and assembly of personnel decontamination units.
2. Equipment Decontamination Unit: Provide shop drawing showing location and assembly of equipment decontamination units.
3. Shower Pan: Provide shop drawing.
4. Shower Walls: Provide product data.
5. Shower Head and Controls: Provide product data.
6. Filters: Provide product data and shop drawing of installation on decontamination unit.
7. Hose Bib: Provide product data.
8. Shower Stall: for Wash Down Station provide product data and shop drawing showing and modifications.
9. Elastomeric membrane: Provide product data.
10. Lumber: Provide product data on fire resistance treatment.
11. Sump Pump: Provide product data.

PART 2 PRODUCTS

2.1 MATERIALS

A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil (0.15 mm) thick, clear, frosted, or black as indicated.

B. Flame Resistant Polyethylene Sheet: Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil (0.15 mm) thick, frosted or black as indicated.

C. Reinforced Polyethylene Sheet: Where plastic sheet is the only separation between the Work Area and building exterior, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil (0.15 mm) thick, frosted or black as indicated.

D. Duct Tape: Provide duct tape in 2 inch or 3 inch (51mm or 76 mm) widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

E. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

F. Shower Pan: Provide one piece waterproof shower pan 4 feet x 8 feet x 6 inches deep (102 mm X 204 mm x 152 mm deep). Fabricate from seamless fiberglass minimum 1/16 inch (1.59 mm) thick reinforced with wood, 18 ga. stainless or galvanized steel with welded seems, copper or lead with soldered seams, or a seamless liner of minimum 60 mil (1.5 mm) thick elastomeric membrane.

G. Shower Walls: Provide 8 feet (2.41 m) long by approximately 7 feet (2.13 m) high walls fabricated from rigid, impervious, waterproof material, either corrugated fiberglass roofing or equivalent. Structurally support as necessary for stability.

H. Shower Head and Controls: Provide a factory-made shower head producing a spray of water which can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid.

I. Filters: Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the Work Area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.

1. Primary Filter - Passes particles 20 microns and smaller

2. Secondary Filter - Passes particles 5 microns and smaller

J. Hose Bib: Provide heavy bronze angle type with wheel handle, vacuum breaker, and 3/4 inch (19.05 mm) National Standard male hose outlet.

K. Shower Stall: For Wash Down Station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3 feet x 3 feet (0.91m x 0.91 m) square with minimum 6 feet (1.83 m) high sides and back. Structurally support as necessary for stability. Equip with hose bib, as specified in this section, mounted at approximately 4 feet (1.22 m) above drain pan. Connect drain to a reservoir, pump water from

reservoir through filters to a drain or store and use for amended water. Mount filters inside shower stall on back wall beneath hose bib.

L. Elastomeric membrane: Provide uniform flat sheets of flexible sheet roofing material fabricated from EPDM (ethylene propylene diene monomers) or Neoprene (polychloroprene), in a nominal 45 mil (1.14 mm) thickness.

M. Lumber: Provide kiln dried lumber of any grade or species.

N. Sump Pump: Provide totally submersible waterproof sump pump with integral float switch. Provide unit sized to pump 2 times the flow capacity of all showers or hoses supplying water to the sump through the filters specified herein when they are loaded to the extent that replacement is required. Provide unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to mechanism of pump. Adjust float switch so that a minimum of 3 inch (76 mm) remains between top of liquid and top of sump pan.

PART 3 EXECUTION

3.1 PERSONNEL DECONTAMINATION UNIT:

A. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles (1076 lumens / sq meter).

B. Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.

1. Construct using polyethylene sheeting, at least 6 mil (0.15 mm) in thickness, to provide an airtight seal between the Changing Room and the rest of the building.

2. Locate so that access to Work Area from Changing Room is through Shower Room.

3. Separate Changing Room from the building by a sheet plastic flapped doorway.

4. Require workers to remove all street clothes in this room, dress in clean, disposable coveralls, and don respiratory protection equipment. Do not allow asbestos-contaminated items to enter this room. Require Workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

5. An existing room may be utilized as the Changing Room if it is suitably located and of a configuration whereby workers may enter the Changing Room directly from the Shower Room. Protect all surfaces of room with sheet plastic as set forth in Section 01526 Temporary Enclosures. Authorization for this must be obtained from the Owner's Representative in writing prior to start of construction. Submit written request in accordance with Section 01632 "Substitutions" detailing layout and protective measures proposed.

6. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.

7. Damp wipe all surfaces twice after each shift change with a disinfectant solution.

8. Provide posted information for all emergency phone numbers and procedures.

9. Provide 1 storage locker per employee.

10. Provide all other components indicated on the contract drawings.

11. Airlock: Provide an airlock between Drying Room and Changing Room. This is a transit area for workers.

12. Separate this room from Drying Room and Changing Room by sheet plastic flapped doorways.

13. Separate this room from the rest of the building with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.

14. Separate this room from the Drying and Changing Rooms with airtight walls fabricated of 6 mil (0.15 mm) polyethylene.

C. Shower Room: Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

1. Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.

2. Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

3. Separate this room from the Change Room and Airlock with airtight walls fabricated of 6 mil polyethylene.

4. Provide splash proof entrances to Change Room and Airlock with doors arranged in a manner which will prevent shower water from exiting the Shower Room.

5. Provide shower head and controls.

6. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.

7. Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.

8. Arrange so that water from showering does not splash into the Changing or Equipment Rooms.

9. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the Work Area.

10. Provide flexible hose shower head.

11. Pump waste water to drain or to storage for use in amended water. If pumped to drain, provide 20 micron and 5 micron waste water filters in line to drain or waste water storage. Change filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.

12. Provide hose bib.

13. Provide all other items indicated on contract drawings.

D. Equipment Room (contaminated area): Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers.

1. Separate this room from the Work Area by a 6 mil polyethylene flapped doorway.

2. Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

3. Separate this room from the Shower Room and Work Area with airtight walls fabricated of 6 mil polyethylene.

4. Provide a drop cloth layer of sheet plastic on floor in the Equipment Room for every shift change expected. Roll drop cloth layer of plastic from Equipment Room into Work Area after each shift change. Replace before next shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

E. Work Area: Separate Work Area from the Equipment Room by polyethylene barriers. If the airborne asbestos level in the Work Area is expected to be high, as in dry removal, add an intermediate cleaning space between the Equipment Room and the Work Area. Damp wipe clean all surfaces after each shift change. Provide one additional floor layer of 6 mil polyethylene per shift change and remove contaminated layer after each shift.

F. Decontamination Sequence: Require that all workers adhere to the following sequence when entering or leaving the Work Area.

1. Entering Work Area: Worker enters Changing Room and removes street clothing, puts on clean disposable overalls and respirator, and passes through the Shower Room into the Equipment Room.

2. Any additional clothing and equipment left in Equipment Room needed by the worker are put on in the Equipment Room.

3. Worker proceeds to Work Area.

G. Exiting Work Area:

1. Before leaving the Work Area, require the worker to remove all gross contamination and debris from overalls and feet.

2. The worker then proceeds to the Equipment Room and removes all clothing except respiratory protection equipment.

3. Extra work clothing such as boots, hard hats, goggles, and gloves are to be stored in contaminated end of the Equipment Room.

4. Disposable coveralls are placed in a bag for disposal with other material.

5. Require that Decontamination procedures found in Section 01560 be followed by all individuals leaving the Work Area.

6. After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

3.2 EQUIPMENT DECONTAMINATION UNIT:

A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room and Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.

B. Arrange with airlocks between rooms as required below.

C. Wash Down Station: Provide an enclosed Shower Unit located in Work Area just outside Wash Room as an equipment, bag and container cleaning station.

1. Fabricate waterproof floor extending 6 feet beyond Wash Down station in all directions. Install seamless waterproof membrane over area and extend over curbs on all four sides. Form curbs from 2 inch x 4 inch lumber laid on the flat.

2. Waterproof membrane is to be fabricated from elastomeric membrane.

3. Waterproof membrane is to be fabricated from minimum 10 mil polyethylene.

4. Do not allow water to collect on waterproof membrane. Remove continuously with a wet vacuum or mops.

D. Wash Room: provide wash room for cleaning of bagged or containerized asbestos-containing waste materials passed from the Work Area.

1. Construct wash room of nominal 2 inch x 4 inch wood framing and polyethylene sheeting, at least 6 mil in thickness and located so that packaged materials, after being wiped clean, can be passed to the Holding Room.

2. Separate this room from the Work Area by a single flapped door of 6 mil polyethylene sheeting.

3. Provide a drop cloth layer of plastic on floor in the Wash Room for every load-out operation. Roll this drop cloth layer of plastic from Wash Room into Work Area after each load-out. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

E. Holding Room: Provide Holding Room as a drop location for bagged asbestos-containing materials passed from the Wash Room. Construct Holding Room of nominal 2 inch x 4 inch wood framing and polyethylene sheeting, at least 6 mil in thickness and located so that bagged materials cannot be passed from the Wash Room through the Holding Room to the Clean Room.

1. Separate this room from the adjacent rooms by flap doors fabricated from 6 mil sheet plastic.

F. Clean Room: provide Clean Room to isolate the Holding Room from the building exterior. If possible locate to provide direct access to the Holding Room from the building exterior.

1. Erect Critical and Primary Barriers as described in Section 01526 "Temporary Enclosures" in an existing space. If no space exists construct Clean Room of 2 x 4 wood framing and polyethylene sheeting, at least 6 mil in thickness.

2. Separate this room from the exterior by a single flap door of 6 mil polyethylene sheeting.

G. Load-out Area: The load-out area is the transfer area from the building to a truck or dumpster. It may be the Clean Room of the Equipment Decontamination unit or a separate room or loading dock area. Erect Critical and Primary barriers as described in Section 01526 "Temporary Enclosures" in load-out area.

1. During transfer of material from load-out area erect primary barriers as described in Section 01526 "Temporary Enclosures" as necessary to seal path from load-out area to truck or dumpster.

H. Decontamination Sequence: Take all equipment or material from the Work Area through the Equipment Decontamination Unit according to the following procedure:

1. At washdown station, thoroughly wet clean contaminated equipment or sealed polyethylene bags and pass into Wash Room.

2. When passing equipment or containers into the Wash Room, close all doorways of the Equipment Decontamination Unit, other than the doorway between the Washdown Station and the Wash Room. Keep all outside personnel clear of the Equipment Decontamination Unit.

3. Once inside the washroom, wet clean the bags and/or equipment.

4. When cleaning is complete pass items into Holding Room. Close all doorways except the doorway between the Holding room and the Clean Room.

5. Workers from the building exterior enter Holding Area and remove decontaminated equipment and/or containers for disposal.

6. Require these workers to wear full protective clothing and appropriate respiratory protection.

7. At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.

3.3 CONSTRUCTION OF THE DECONTAMINATION UNITS:

A. Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.

B. Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.

C. Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weights at bottom of sheets as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

D. If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".

E. Visual Barrier: Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.

F. Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

G. Electrical: Provide subpanel at Changing Room to accommodate all removal equipment. Power subpanel directly from a building electrical panel.

1. Connect all electrical branch circuits in Decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

3.4 CLEANING OF DECONTAMINATION UNITS:

A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

B. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

3.5 SIGNS:

A. Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the Work Area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

1. Provide signs in both English and Spanish.

2. Legend:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA

3. Provide spacing between respective lines at least equal to the height of the respective upper line.

B. Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each Work Area displaying the following legend with letter sizes and styles of a visibility at least equal to the following:

1. Provide signs in both English and Spanish.

2. Legend Notation

NO FOOD, BEVERAGES OR TOBACCO PERMITTED	3/4 inch (19 mm) Block
ALL PERSONS SHALL DON PROTECTIVE CLOTHING (COVERINGS) BEFORE ENTERING THE WORK AREA	3/4 inch (19 mm) Block
ALL PERSONS SHALL SHOWER IMMEDIATELY AFTER LEAVING WORK AREA AND BEFORE ENTERING THE CHANGING AREA	3/4 inch (19 mm) Block

END OF SECTION - 01563

SECTION 01601 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. The Contractor's Construction Schedule is included under Section 01043 Coordination - Asbestos Abatement.

2. The Contractor's Schedule of Submittals is included under Section 01301 Submittals - Asbestos Abatement.

3. The applicability of industry standards to products specified is included under Section 01097 Reference Standards and Definitions - Asbestos Abatement.

4. The administrative procedures for handling requests for substitutions made after award of the Contract is included under Section 01632 Substitutions - Asbestos Abatement.

1.3 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

2. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.

3. "Foreign Products" as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.

4. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

5. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

6. "Equipment" are products that may be either operational or fixed.

   a. Operational Equipment are products with operating parts, whether motorized or manually operated, that requires temporary or permanent service connections, such as wiring or piping.

   b. Fixed Equipment are products necessary for accomplishing the work that are used as a temporary facility during the work and removed afterward.

1.4 SUBMITTALS

Required submittals: A general listing of products requiring submittals is included at the end of Section 01301 "Submittals." This listing may not be complete. Submittal requirements are found in each specification section. Prepare a schedule in tabular form showing each product listed. Include the manufacturer's name and proprietary product names for each item listed.

A. Product List: Prepare a list showing products specified in tabular form acceptable to the Owner's representative. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.

2. Form: Prepare product list with information on each item tabulated under the following column headings:

   a. Related Specification Section number.

   b. Generic name used in Contract Documents.

   c. Proprietary name, model number, and similar designations.

   d. Manufacturer's name and address.

   e. Supplier's name and address.

   f. Installer's name and address.

   g. Projected delivery date or time span of delivery period.

3. Owner's Representative's Action: The Owner's Representative will respond in writing to Contractor within 2 weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Owner's representative's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

7. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.

1. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

1. Semi proprietary Specification Requirements: Where Specifications name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.

a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01601

SECTION 01632 - SUBSTITUTIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. Related Sections: The following Sections contain requirements that relate to the Section:

1. Division 1 Section “Reference Standards and Definitions - Asbestos Abatement” specifies the applicability of industry standards to products specified.
2. Division 1 Section “Coordination - Asbestos Abatement” specifies requirements for submitting the Contractor’s Construction Schedule.
3. Division 1 Section “Submittals - Asbestos Abatement” specifies requirements for submitting the Submittal Schedule.
4. Division 1 Section “Materials and Equipment - Asbestos Abatement” specifies requirements governing the Contractor’s selection of products and product options.

1.3 DEFINITIONS

A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:

1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to the Contract Documents requested by the Owner or Owner’s Representative.
3. Specified options of products and construction methods included in the Contract Documents.
4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

A. Substitution Request Submittal: The Owner’s Representative will consider requests for substitution if received within 2 weeks prior to commencement of the Work. Requests received less than 3

weeks prior to commencement of the Work may be considered or rejected at the discretion of the Owner's Representative.

1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.

2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.

3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

    a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.

    b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.

    c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.

    d. Samples, where applicable or requested.

    e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

    f. Cost information, including a proposal of the net change, if any in the Contract Sum.

    g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.

    h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

4. Owner's Representative's Action: If necessary, the Owner's Representative will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Owner's Representative will notify the Contractor of acceptance or rejection of the substitution within 2 weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.

    a. Use the product specified if the Owner's Representative cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Owner's Representative will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Owner's Representative. If the following conditions are not satisfied, the Owner's Representative will return the requests without action except to record noncompliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.
4. The specified product or method of construction cannot be provided within the Contract Time.
5. The Owner's Representative will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
6. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
7. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Owner's Representative for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
8. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
9. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
10. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
11. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

B. The Contractor's submittal and the Owner's Representative's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01632

SECTION 01711 - PROJECT DECONTAMINATION

PART 1 - GENERAL

1.1 SUMMARY:

A. Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials (ACM) in the space.

B. Work of This Section includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:

1. Primary and Critical Barriers erected by work of Section 01526
2. Decontamination Unit erected by work of Section 01563
3. Pressure Differential System installed by work of Section 02513

C. Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, and floor) of the Work Area, and all furniture or equipment in the Work Area.

1.2 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections apply to work of this section.

1.3 DESCRIPTION OF REQUIREMENTS:

A. General: Decontamination of the Work Area following asbestos abatement.

B. If the asbestos abatement work is on damaged or friable materials the work is a four step procedure with two cleanings of the Primary Barrier plastic prior to its removal and two cleanings of the room surfaces to remove any new or existing contamination. Unless specifically indicated otherwise all materials are considered damaged or friable for purposes of this section.

C. If the asbestos abatement work is on undamaged and non-friable materials the decontamination procedure is a two step procedure with two cleanings of the Primary Barrier plastic to remove contamination, thus preventing contamination of the building when the Work Area isolation barriers are removed.

D. In both cases operation of the pressure differential system is used to remove airborne fibers generated by the abatement work.

1.4 RELATED WORK SPECIFIED ELSEWHERE:

A. Removal of Gross Debris is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications:

1. Section 02081 Removal of Asbestos-Containing Materials

1.5 CLEARANCE AIR SAMPLING BY THE OWNER:

A. To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.

1. Aggressive sampling procedures as described below will be followed.

2. PCM and TEM samples will be secured as indicated below. PCM samples will be analyzed and TEM samples will be transmitted to the laboratory. If the area meets the clearance criteria by PCM the TEM analysis will proceed.

3. Work Area Clearance: upon meeting the TEM Clearance requirements the work of Section 01711 Project Decontamination can continue.

1.6 AGGRESSIVE SAMPLING BY THE OWNER:

A. All Air Samples will be taken using aggressive sampling techniques as follows:

1. Before sampling pumps are started the exhaust from forced air equipment (leaf blower with an approximately 1 horsepower (746 watts) electric motor) will be swept against all walls, ceilings, floors, ledges and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 (283 cubic meters) cubic feet of room volume.

2. One 20 inch (508 mm) diameter fan per 10,000 cubic feet (283 cubic meters) of room volume will be mounted in a central location at approximately 6 feet-6 inches (2 meters) above floor, directed toward ceiling and operated at low speed for the entire period of sample collection.

3. Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors of vents.

4. After air sampling pumps have been shut off, fans will be shut off.

5. In work areas where a dirt floor or exposed fibrous glass insulation is in the space, but outside the work area, maintain a critical barrier to prevent disturbance of these surfaces during aggressive sampling.

1.7 SCHEDULE OF CLEARANCE AIR SAMPLES BY OWNER:

A. Sample Cassettes: Samples will be collected on 25 mm. cassettes as follows:

1. PCM: 0.8 micrometer mixed cellulose ester.

2. TEM: 0.45 micrometer mixed cellulose ester or 0.40 micrometer polycarbonate, with 5.0 micron mixed cellulose ester backing filter.

B. Number and Volume of Samples: The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner may vary depending upon job conditions and the analytical method used.

C. Sampling sensitivity:

1. PCM: Based on a limit of detection (LOD) of 7 fibers/mm^2 on the filter (approximately 5 fiber counted in 100 fields) and a 95% confidence limit, a sample volume of sufficient size

that a single sample indicates compliance with the limit values given below. A sample must be at or below the LOD to indicate that it is at or below the limit value. Note: This is different from quantifying a concentration which is a stricter requirement and would need a larger sample volume.

a. Clearance samples - a limit value of 0.01 f/cc.

2. TEM: Analytical Sensitivity as set forth in the analytical method used or the AHERA regulation.

D. PHASE CONTRAST MICROSCOPY:

1. In each Work Area after completion of all cleaning work, air samples will be taken and analyzed as described in Section 01013.

2. Analysis: Fibers on each filter will be measured using the NIOSH Method 7400 entitled "Fibers" published in the NIOSH Manual of Analytical Methods, or the OSHA Reference Method (ORM) (29 CFR 1926.1101 Appendix A).

3. Fibers: referred to in this section include fibers regardless of composition as counted by the phase contrast microscopy method used.

4. Split Sample: One Work Area sample will be split and both halves analyzed separately for duplicate analysis.

5. Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below the Detection Limit above. If any sample is above the Detection Limit then the decontamination is incomplete and recleaning per section 01711 Project Decontamination is required.

1.8 TRANSMISSION ELECTRON MICROSCOPY:

A. In each Work Area after completion of all cleaning work, TEM samples may be taken and analyzed as referenced in Section 01013.

B. Analysis will be performed using the analysis method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A.

C. Asbestos structures referred to in this Section include asbestos fibers, bundles, clusters or matrices, as defined by method of analysis.

D. Release Criteria: Decontamination of the work site is complete if either of the following two sets of conditions are met:

1. Work Area Samples are below filter background levels

a. All Work Area sample volumes are greater than 2,000 liters for a 25 mm. sampling cassette.

b. The average concentration of asbestos of the five Work Area Samples does not exceed the filter background level of 70 structures per square millimeter of filter area.

2. Work Area Samples are not statistically different from Outside samples

a. All sample volumes except for blanks are greater than 2,000 liters for a 25 mm. sampling cassette.

b. The average asbestos concentration of the three blanks is below the filter background level of 70 structures per square millimeter of filter area.

c. Average asbestos concentrations in Work Area Samples are not statistically different from Outside samples, as determined by the Z-test calculation found in 40 CFR Part 763, Subpart E, Appendix A (Z is less that or equal to 1.65)

E. If these conditions are not met then the decontamination is incomplete, repeat the cleaning procedures of this section.

F. Termination of Analysis: if the arithmetic mean (average) asbestos concentration on the blank filters exceed 70 structures per square millimeter of filter area the analysis will cease and new samples collected.

1.9 LABORATORY TESTING BY THE OWNER:

A. Phase Contrast Microscopy by the Owner:

1. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, or samples will be sent daily by overnight mail so that verbal reports on air samples can be obtained within 24 hours. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.

B. Transmission Electron Microscopy by the Owner:

1. Samples will be sent by overnight courier for analysis by Transmission Electron Microscopy. Samples will not be carried on weekends, so that samples shipped on Friday will arrive on the following Monday. Verbal results will normally be available between 24 and 48 hours after receipt of samples by the laboratory.

2. Submit with bid unit cost for each day of waiting beyond that set forth in the paragraph above.

1.10 SUBMITTALS:

A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for "Unrestricted Use" or "Final But Restricted Use."

1. Submit test report from an independent testing laboratory on the fire resistance rating of the assembly of the sprayback fireproofing on the lock-back sealer used.

B. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal has been' "Received - Not Reviewed."

1. Material Safety Data Sheet: Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:

a. "Lock-Back," sealer.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 START OF WORK:

A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.

B. Visual inspection: Perform visual inspections of the work area along with the Project Administrator at each step of the decontamination process.

C. Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:

1. Primary Barrier: Two layers of polyethylene sheeting on floor and one layer on walls.

2. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.

3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.

4. Decontamination Units: For personnel and equipment in operating condition.

5. Pressure Differential System: In operation.

3.2 FIRST CLEANING:

A. First Cleaning: Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. (Note: A HEPA vacuum may fail if used with wet material.) Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

1. Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Regulated Asbestos-Containing Material.

2. After the surfaces have passed a visual inspection verifying that all debris and residue has been removed from the sheet plastic, allow a waiting period that is long enough for the HEPA-filtered fan units operating in the work area to provide 96 air changes to clean air of airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain Pressure Differential System in operation for the entire 96 air change period.

3.3 FINAL CLEANING:

A. Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.

B. Contractor's Testing: At the completion of the above cleaning visually inspect all surfaces. Reclean if any dust, debris, etc. is found. At completion of this inspection sweep entire Work Area including walls, ceilings, ledges, floors and other surfaces in the Work Area with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). Do not direct forced air equipment at any seal in any critical barrier. If any debris or dust is found repeat the final cleaning. Continue this process until no debris dust or other material is found while sweeping of all surfaces with forced air equipment.

C. After a visual inspection, again wait for a period of time long enough for the HEPA-filtered fan units operating in the work area to provide 96 air changes to allow HEPA filtered fan units to clean air of airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of Work Areas during this period. Maintain Pressure Differential System in operation for the entire 96 air change period.

3.4 VISUAL INSPECTION:

A. After Final Cleaning Perform a Complete Visual Inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings, look for debris from any source, residue on surfaces, dust or other matter. During visual inspection sweep entire work area including walls, ceilings, ledges, floors, and other surfaces in the room with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). If any debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if after sweeping of all surfaces with leaf blower, no debris, residue, dust or other material is found, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing, on the certification, by Project Administrator.

B. Temporary lighting: Provide a minimum of 100 foot candles (1075 Lumens / sq meter) of lighting on all surfaces in the areas to be subjected to visual inspection. Provide hand held lights providing 150 foot candles (1600 lumens / sq meter) at 4 feet (1.25 meter) capable of reaching all locations in work area.

C. Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

3.5 LOCK-BACK:

A. Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied finishes or fireproofing, where required, before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

3.6 CLEARANCE AIR SAMPLING BY OWNER (TEM):

A. Phase Contrast Microscopy (PCM): After the Work Area is found to be visually clean, air samples will be taken and analyzed by the Owner in accordance with the procedure for Phase Contrast Microscopy set forth in Part 1 of this section.

1. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.

2. If Release Criteria are met the Owner will continue with the clearance air testing by Transmission Electron Microscopy.

B. Transmission Electron Microscopy (TEM): After the work area is found to be visually clean and PCM air sampling completed, TEM air samples will be collected and analyzed by the Owner in accordance with the procedure for Transmission Electron Microscopy set forth in Part 1 of this section.

1. If Release Criteria are not met, repeat Final Cleaning and continue Decontamination procedure from that point.

2. If Release Criteria are met, remove work area isolation in accordance with requirements of this section.

3.7 FINAL AIR SAMPLING BY OWNER (PCM):

A. Work Area Size Limitation: PCM without TEM sampling will be used to clear Work Areas where the ACM involved in the work are less than or equal to 160 square feet, or 260 linear feet (80 linear meters).

B. Phase Contrast Microscopy (PCM): After the work area is found to be visually clean, air samples will be taken and analyzed by the Owner in accordance with the procedure for Phase Contrast Microscopy set forth in Part 1 of this section.

1. If Release Criteria are not met, repeat Final Cleaning and continue Decontamination Procedure from that point.

2. If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

3.8 REMOVAL OF WORK AREA ISOLATION:

A. After all requirements of this section and Section 01714 Work Area Clearance have been met:

1. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil (0.15 mm) polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.

2. Remove Personnel Decontamination Unit.

3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01712 Cleaning & Decontamination Procedures.

4. Remove all equipment, materials, debris from the work site.

5. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Regulated Asbestos Containing Material.

3.9 SUBSTANTIAL COMPLETION OF ABATEMENT WORK:

A. Asbestos Abatement Work is Substantially Complete upon meeting the requirements of this section including submission of:

1. Certificate of Visual Inspection

2. Receipts Documenting proper disposal as required by Section 02084 Disposal of Regulated Asbestos-Containing Material.

3. Punch list detailing repairs to be made and incomplete items.

3.10 CERTIFICATE OF VISUAL INSPECTION:

A. Section I of this specification includes a "Certificate of Visual Inspection". This certification is to be completed by the Contractor and certified by the Project Monitor. Submit completed Certificate with Application for Final Payment. Final payment will not be made until this Certification is executed.

3.11 CERTIFICATE OF FINAL ACCEPTANCE:

A. Section I of this specification includes a "Certificate of Final Acceptance ". This certification is to be completed by the Contractor and certified by the Project Monitor. The certification will be forward to the Project Designer for validation purposes who in turn will provide this document to the designated Building Owner for final acceptance. Final payment will not be made until such time as this Certification is executed by all parties.

END OF SECTION - 01711

CERTIFICATION OF VISUAL INSPECTION

In accordance with Section 01711 "Project Decontamination" the Contractor hereby certifies that he has visually inspected the Work Area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris or residue.

By: (Signature_____ Date_____

(Print Name)_____

(Print Title)_____

PROJECT MONITOR CERTIFICATION

The Project Administrator hereby certifies that he has accompanied the Contractor on the Contractor's visual inspection and verifies that this inspection has been thorough and to the best of their knowledge and belief, the Contractor's Certification above is a true and honest one.

By: (Signature) _____ Date_____

(Print Name)_____

(Print Title)_____

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF THE WORK:

A. The work includes the removal of materials as indicated in Section 01013 of the specification or as indicated on the drawings associated with the work.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL:

A. Complete the following before start of work of this section:

1. 01527 Regulated Area
2. 01562 Respiratory Protection
3. 01560 Worker Protection – Asbestos Abatement
4. 01562 Respiratory Protection

3.2 WET CLEANING:

A. Accomplish wet cleaning during decontamination with paper towels or disposable rags:

B. Immerse paper towel or rag in container of amended water or dilute removal encapsulant.

C. Wring out,

D. Fold into quarters,

E. Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used.

F. Dispose of paper towel or rag,

G. Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container and refill.

H. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS

A. Work of this Section is associated with the work stipulated under Section 01013 and/or indicated on the drawings.

B. Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

1. Shut down all ventilation into room.
2. Seal entry to work area with 6 mil (0.15 mm) polyethylene. Slit polyethylene for entry. Install a flap to cover the slit automatically; tape slit closed after entry.
3. Start HEPA vacuum before entering the area.
4. Use the HEPA vacuum to clean a path at least 6 feet (1.83 m) wide from the entry point of the work area to the site of the fallen material.
5. Remove all small debris with the HEPA vacuum.
6. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.
7. Pick up such pieces and place in the bottom of a 6 mil (0.15 mm) polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Regulated Asbestos-Containing Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
8. Remove all remaining visible debris with HEPA vacuum.
9. HEPA vacuum an area 3 feet (0.9 m) beyond the location in which any visible debris was found in two directions each at right angles to the other.
10. Place a 6 mil (0.15 mm) polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.
11. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.
12. Repair or remove remaining material.
13. HEPA vacuum ladder and/or any tools used and pass out of the work area.

C. HEPA vacuum all surfaces in the room starting at the top of wall and working downward to the floor. Then start at corner of floor farthest from Work Area entrance and work towards entrance.

1. HEPA vacuum the floor using a floor attachment with rubber floor seals and adjustable floor to attachment height. Adjust the height so that the rubber seals just touch the floor if carpeted and are within 1/16 inch (1.6 mm) of hard surface floors. Vacuum the floor in parallel passes with each pass overlapping the previous by one-half the width of the floor attachment. At the completion of one cleaning vacuum the floor a second time at right angles to the first.

D. Secure area from occupancy until air monitoring results per Section 01714 Project Decontamination indicate that area is safe for re-occupancy.

3.4 CLEANING AND DECONTAMINATING OBJECTS

A. Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 01527.

B. HEPA vacuum all surfaces of object and immediate area before moving the object.

C. Pick-up object, if possible, and HEPA vacuum all surfaces.

D. Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.

E. Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.

F. Return object to its original location.

3.5 DECONTAMINATION OF ROOMS:

A. Shut down all ventilation into space.

B. Seal entry to Work Area with 6 mil (0.15 mm) polyethylene. Slit polyethylene for entry. Install a flap to cover the slit automatically; tape slit closed after entry.

C. Install Differential Pressure System in accordance with Section 01513.

D. HEPA vacuum all surfaces in the room starting at the ceiling, then top of wall and working downward to the floor.

E. HEPA vacuum the floor using a floor attachment with rubber floor seals and adjustable floor to attachment height. Adjust the height so that the rubber seals just touch the floor if carpeted and are within 1/16 inch (1.6 mm) of hard surface floors. Vacuum the floor in parallel passes with each pass overlapping the previous by one half the width of the floor attachment. At the completion of one cleaning, vacuum the floor a second time at right angles to the first.

F. Operate HEPA filtered fan unit in space for 96 air changes minimum.

G. At completion of Decontamination Work workers decontaminate in accordance with Section 01561 Worker Protection - Repair and Maintenance.

H. Secure area from occupancy until air monitoring results per Section 01714 Work Area Clearance indicate area is safe for re-occupancy.

END OF SECTION - 01712

SECTION 01713 - PROJECT DECONTAMINATION - MICROFIBERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 SUMMARY

A. DESCRIPTION OF THE WORK: Reference Section 01013 for specific work descriptions.

1.3 AIRBORNE ASBESTOS FIBER HAZARD:

A. Area currently has airborne chrysotile levels above acceptable standards. Details regarding specific conditions may be found in Section 01013. These fibers are invisible to the human eye. Supplied Air Respiratory Protection is to be used at all times in the Work Area.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 GENERAL:

A. Prior to starting work, complete requirements of:

1. Section 01513 - Temporary Pressure Differential and Air Circulation System
2. Section 01563 - Decontamination Units (Personnel Decontamination Unit Only)
3. Section 01526 - Temporary Enclosures (Critical Barriers Only)
4. Section 01560 - Worker Protection - Asbestos Abatement
5. Section 01562 - Respiratory Protection

3.2 CLEANING AREA:

A. First Cleaning: Carry out a first cleaning of all surfaces of the work area including Critical Barrier sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Absolute (HEPA) filtered vacuum. (Note: A HEPA vacuum will fail if used with wet material.) Do not dry dust or dry sweep. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue cleaning until there is no visible dust, debris or residue on plastic sheeting or other surfaces.

B. Perform a Complete Visual Inspection of the entire Work Area including decontamination unit, sole barrier sheeting, and seals over ventilation openings, doorways and windows, etc.) For debris from any sources, residue on surfaces, etc. If any such debris or residue is found repeat the first cleaning and continue the decontamination procedure from that point. When the Work Area is visually clean, complete the Certification at the end of this section.

C. Allow a waiting a period that is long enough for the HEPA-filtered fan units operating in the work area to provide 96 air changes to allow HEPA filtered fan units to clean air of airborne asbestos fibers. Use 24

inch (610 mm) diameter floor fans as necessary to assure circulation of air in all parts of Work Areas during this period. Maintain the Differential Pressure System in operation for the entire 24 hour period.

D. Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.

E. Allow a waiting a period that is long enough for the HEPA-filtered fan units operating in the work area to provide 96 air changes to clean air of airborne asbestos fibers. Use 24 inch (610 mm) diameter oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain differential pressure system in operation for the entire 24 hour period.

F. Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the first cleaning.

3.3 ADDITIONAL CLEANING:

A. Work of the Base Bid is completed after the final cleaning. Work from this point will be carried on as additional to the Base Bid.

B. First Additional Cleaning: If airborne asbestos fiber levels within the Work Area exceed those in make-up air pursuant to Section 01714, repeat final cleaning.

1. Air samples will be taken by the Owner in each Work Area at the completion of final cleaning. See Section 01714 for Work Area Clearance criteria.

3.4 SHORTCYCLING HEPA FILTERED FAN UNITS:

A. If airborne asbestos fibers in the Work Area still exceed those measured at the source of make up air for the HEPA filtered fan unit(s), operate HEPA filtered fan unit(s), within the Work Area with exhaust from units being returned to Work Area. Use number of units equal to twice the number called for in Section 01513. Use an extension duct or move the units to various locations in the Work Area. Continue this procedure for 192 air changes. At the end of that time final air samples will be secured. Continue this procedure until the Work Area meets clearance criteria of Section 01714 Work Area Clearance.

3.5 REMOVAL OF CRITICAL BARRIERS:

A. After final air samples are found to meet Clearance Criteria remove critical barriers and completely dismantle and remove Decontamination Unit.

B. Seal HEPA filtered fan units with 6 mil (0.15 mm) polyethylene sheet and duct tape to form a tight seal at intake end before unit is moved from the Work Area.

3.6 CERTIFICATE OF VISUAL INSPECTION:

A. Following this section is a "Certificate of Visual Inspection". This Certification is to be completed by the Contractor and certified by the Project Administrator. Submit completed Certificate with Application for Final payment. Final payment will not be made until this Certification is executed.

END OF SECTION - 01713

CERTIFICATION OF VISUAL INSPECTION

In accordance with Section 01713 "Project Decontamination - Microfibers" the contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris or residue.

By: (Signature_____Date_____

(Print Name)_____

(Print Title)_____

PROJECT MONITOR CERTIFICATION

The Project Monitor hereby certifies that he has accompanied the Contractor on Contractor's visual inspection and verifies that this inspection has been thorough and to the best of their knowledge and belief, the Contractor's Certification above is a true and honest one.

by: (Signature)_____ Date_____

(Print Name)_____

(Print Title)_____

SECTION 02063 - REMOVAL OF ASBESTOS CONTAMINATED MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

1.2 SUMMARY OF WORK:

A. Work of this section includes removal and disposal of all Asbestos-Contaminated Material as described in Section 01013

PART 2 - PRODUCTS

2.1 MATERIALS

A. Unlabeled Clear Bags: Provide clear 6 mil (0.15 mm) thick leak-tight polyethylene bags with no label.

B. Disposal Bags: Provide disposal bags as described in Section 02084 "Disposal of Regulated Asbestos-Containing Material"

PART 3 - EXECUTION

3.1 SEQUENCE

A. Before beginning work of this section comply with:

1. 01505 Temporary Facilities - Asbestos Abatement
2. 01513 Temporary Pressure Differential and Air Circulation System
3. 01563 Decontamination Units
4. 01526 Temporary Enclosures
5. 01560 Worker Protection - Asbestos Abatement
6. 01562 Respiratory Protection
7. Section 01527 - Regulated Areas
8. Section 01562 - Respiratory Protection

3.2 MATERIAL DESCRIPTIONS AND HANDLING METHODS

A. Reference Section 1013 regarding specifics associated with this area of work.

3.3 AIRBORNE FIBER LEVELS:

A. Airborne Fiber Levels: Maintain airborne fiber levels less than the "Stop Action Levels" set forth in Section 01013 "Summary of Work - Asbestos Abatement."

END OF SECTION - 02063

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification Sections, apply to work of this section.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

A. Worker Protection requirements are set forth in Section 01560 Worker Protection - Asbestos abatement.

B. Installation of Critical and Primary Barriers, and Work Area Isolation Procedures are set forth in Section 01526 Temporary Enclosures.

C. Project Decontamination procedures after removal of the Secondary Barrier are specified in Section 01711 Project Decontamination.

D. Disposal of asbestos-containing waste is specified in Section 02084 Disposal of Regulated Asbestos-Containing Material.

1.3 SUBMITTALS:

A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

1. Surfactant: Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.

2. Removal Encapsulant: Submit product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.

3. NESHAP Certification: Submit certification from manufacturer of surfactant or removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet Asbestos-Containing Materials (ACM) to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M).

B. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal has been' "Received - Not Reviewed."

1. Material Safety Data Sheet: Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:

a. Surfactants.

b. Encapsulants.

c. Solvents.

PART 2 - PRODUCTS:

2.1 MATERIALS

A. Wetting Materials: For wetting prior to disturbance of ACM use either amended water or a removal encapsulant:

B. Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the ACM and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons (19 liters) of water.

C. Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of ACM. Use a material which results in wetting of the ACM and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of a mixture of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether in five gallons (19 liters) of water.

D. Polyethylene Sheet: A single polyethylene film in the largest sheet size practicable to minimize seams, 6.0 mil (0.15 mm) thick clear, frosted, or black as indicated.

E. Duct Tape: Provide duct tape in 2 inch or 3 inch (50mm or 75 mm) widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

F. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

G. Disposal Bags: Provide 6 mil (0.15 mm) thick leak-tight polyethylene bags labeled as required by Section 02084 Disposal of Regulated Asbestos Containing Material.

H. Fiberboard Drums: Provide heavy duty leak tight fiberboard drums with tight sealing locking metal tops.

I. Paper board Boxes: Provide heavy duty corrugated paper board boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.

J. Felt: Standard felt approximately 1/16 inch (1.6 mm) thick and 36 inches (900 mm) to 72 inches (1800 mm) in width.

PART 3 - EXECUTION

3.1 SECONDARY BARRIER:

A. Secondary Barrier: Over the Primary Barrier, install as a drop cloth a clear 6 mil (0.15 mm) sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Where the work is within 10 feet (3 m) of a wall extend the Secondary Barrier up wall to ceiling. Support sheet plastic on wall with duct tape, seal top of Secondary plastic to Primary Barrier with duct tape so that debris is unable to get behind it. Provide cross strips of duct tape at wall support as necessary to support sheet plastic and prevent its falling during removal operations.

1. Install Secondary Barrier at the beginning of each work shift. Install only sufficient plastic for work of that shift.

2. Remove Secondary Barrier at end of each work shift or as work in an area is completed. Fold plastic toward center of sheet and pack in disposal bags. Keep material on sheet continuously wet until bagged.

3. Install Walkways of black 6 mil (0.15 mm) plastic between active removal areas and decontamination units to protect Primary Layer from tracked material. Install walkways at the beginning of, and remove at the end of, each work shift.

3.2 WORKER PROTECTION:

A. Before beginning work with any material for which a Material Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

3.3 WET REMOVAL:

A. Thoroughly wet to satisfaction of Owner's Representative ACM to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any installation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

1. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

2. Remove saturated ACM in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

3. Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

B. Fireproofing or Architectural Finish on Wire Lath: Spray asbestos-containing fireproofing or architectural acoustic finish with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate material completely. Do not over-saturate to cause excess dripping. If surface of material has been painted or otherwise coated cut small holes as required and apply amended water or removal encapsulant from above. Cut wire lath into manageable sections and cut hanger wires. Roll or fold up complete with ACM and hand place in container. Do not drop on floor. After removal of lath and ACM remove any residual materials from decking and surrounding support members scheduled to remain. Use one of the following methods for containing waste.

1. Deposit material in corrugated paper board box. When box is full duct tape closed and place in disposal bag.

2. Wrap material in felt and place in fiberboard drum lined with two disposal bags. Use caution to ensure that all edges of wire lath that could cut plastic are covered with felt.

3.4 DRY REMOVAL:

A. Dry Removal: of ACM is not expected to be required for this project. Some areas of work may require dry removal of asbestos where wetting may create a hazard for workers or damage equipment or finishes. In the event these conditions are identified the following will be required.

1. Isolate dry removal area from balance of Work Area by a Critical Barrier as described in Section 01526 Temporary Enclosures and a pressure differential between the dry removal area and Work Area as described in Section 01513 Pressure Differential System.

2. EPA Authorization: Do not begin dry removal work until authorized in writing by the EPA NESHAP coordinator and the Owner's Representative.

3. OSHA Notification: Do not begin dry removal work until notification to OSHA required by 29 CFR 1926.1101(g) (4) (6) is made.

4. Active Electrical Equipment: Do not wet materials in the vicinity of active electrical equipment. Dry remove any ACM in the vicinity of active electrical equipment.

5. Restrict Access: Maintain existing access restrictions to areas with active electrical equipment. Allow access to area only to qualified trades persons with prior experience in the installation and repair of involved equipment.

6. Warning Signs: Post warning signs at the entry point to active electrical equipment as required by OSHA or other applicable regulation.

7. Personnel: Work on active electrical equipment is to be performed by qualified trades' persons with prior experience in the installation or repair of the involved equipment. Restrict access to electrical equipment.

8. Electrical Isolation: Cover exposed conductors with a minimum 1/8 inch (3 mm) thick neoprene blanket draped over the conductor and surrounding area.

9. Protective Equipment: Provide workers working on or in the vicinity of active electrical with appropriate protective equipment including insulating gloves, boots, and non-conductive tools.

10. Work Procedures: Perform removal work using "Localized Control of Material Release" and "Local Ventilation and Collection System" procedures described below.

END OF SECTION - 02081

SECTION 02084 - DISPOSAL OF REGULATED ASBESTOS-CONTAINING MATERIAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

A. Worker protection requirements are set forth in Sections 01560 Worker Protection - Asbestos abatement

B. Section 01098 Codes, Regulations and Standards - Asbestos Abatement describes applicable federal, state and local regulations.

1.3 DESCRIPTION OF THE WORK:

A. This section describes the disposal of Regulated Asbestos-Containing Materials (RACM). Disposal includes packaging of Regulated Asbestos-Containing Materials.

B. All asbestos waste generated from this project shall be disposed of at Cherry Island Landfill located in Wilmington, Delaware.

1.4 SUBMITTALS:

A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

1. Copy of state or local license for waste hauler.

2. Name and address of landfill where Regulated Asbestos Containing Materials are to be buried. Include contact person and telephone number.

B. On a weekly basis submit copies of all manifests and disposal site receipts to Owner's Representative.

C. Waste Shipment Record: Maintain a waste shipment record as required by the NESHAP regulation which indicates the waste generator, transporter, and disposal site, and which describes the nature, size, type of container, and form of asbestos waste. Submit to Owner's Representative within 35 days of departure from building.

PART 2 - PRODUCTS:

2.1 MATERIALS

A. Disposal Bags: Provide 6 mil (0.15 mm) thick leak-tight polyethylene bags labeled with three labels with text as follows:

1. First Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE
FIBERS IS
HAZARDOUS TO YOUR HEALTH

2. Second Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances

RQ-ASBESTOS WASTE
CLASS 9
NA2212-PG III

3. Third Label: Provide the name of the waste generator (Owner's name), the location from which the waste was generated and the names and addresses of the contractor and transporter. This label must be durable, able to repel dirt and moisture (e.g., permanent marker). Label must be placed directly on disposal bag(s) in a legible format. Peel and stick type labels are expressly prohibited.

PART 3 - EXECUTION

3.1 SEQUENCE

A. Comply with the following sections during all phases of this work:

1. Section 01560 Worker Protection - Asbestos Abatement

2. Section 01562 Respiratory Protection

3.2 GENERAL:

A. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.

B. Liquid waste: Mix all liquid asbestos-containing waste or asbestos contaminated waste with a bladeable material so that it forms a bladeable (non-liquid) form, and have the concurrence of the landfill operator prior to disposal.

C. Load all adequately wetted Regulated Asbestos-Containing Material in disposal bags or leak-tight containers. All materials are to be contained in one of the following

1. Two 6 mil (0.15 mm) disposal bags or

2. Two 6 mil (0.15 mm) disposal bags and a fiberboard drum

D. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.

E. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.

F. Warning Signs: During loading and unloading mark dumpsters, receptacles and vehicles with a sign complying with requirements of the EPA NESHAP regulation (40 CFR Part 61), in a manner and location that a person can read the following legend:

DANGER
ASBESTOS DUST HAZARD
CANCER AND LUNG DISEASE HAZARD
Authorized Personnel Only

G. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.

H. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Treat drums that have been contaminated as Regulated Asbestos-Containing Material and dispose of in accordance with this specification.

I. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.

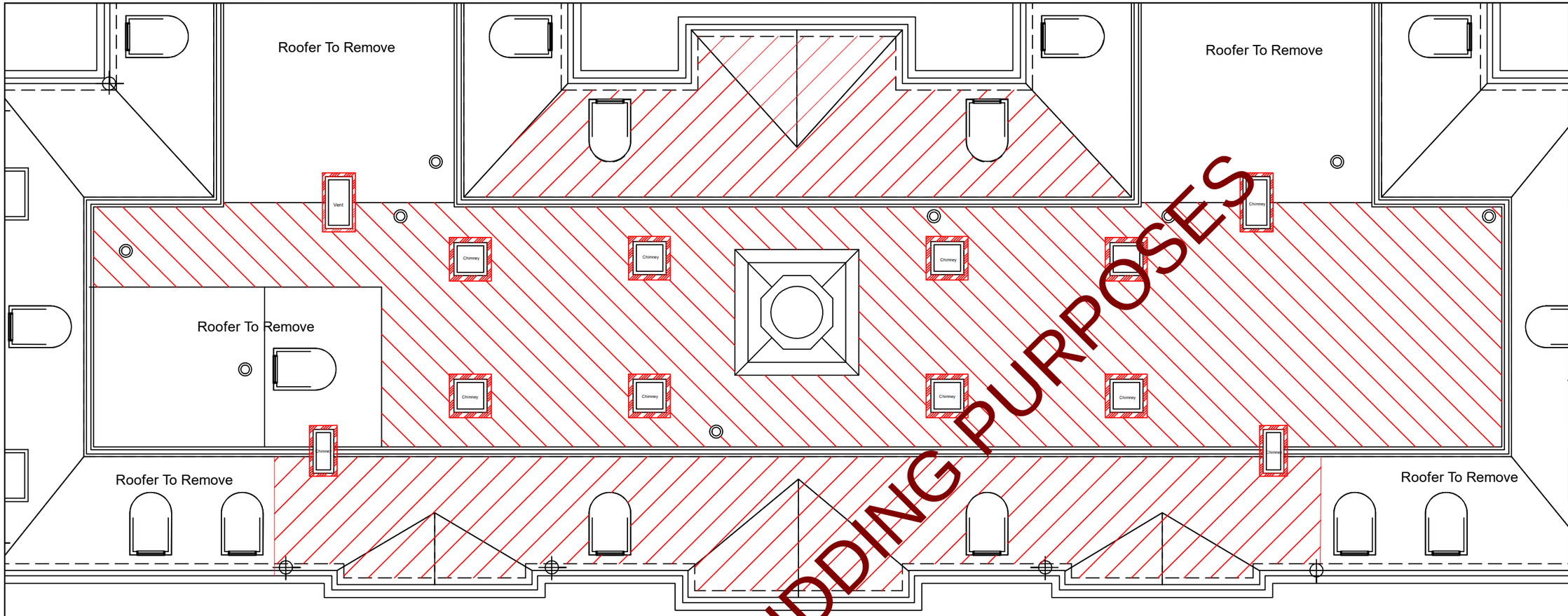
J. At disposal site, unload containerized waste:

1. At disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to work site for rebagging. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.

K. Retain receipts from landfill for materials disposed of.

At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

END OF SECTION - 02084



General Notes:

1. Presentation of information is based on best available information. CAD drawing schematics were developed by Harvard Environmental Inc. from electronic files issued by the Tetra Tech.
2. Project #21979 (State Contract # MJ1002000035) involves asbestos roof abatement specifications for Legislative Hall located at 411 Legislative Avenue, Dover, DE 19901. These Drawings are not to be considered to scale and are intended to be used for orientation purposes only and identifying the locations of the ACM Roofing Materials.
3. If over the course of the project, additional materials of questionable content are discovered that may require additional assessments, contact Harvard Environmental, Inc. @ 302-326-2333.

Scope Specific Notes:

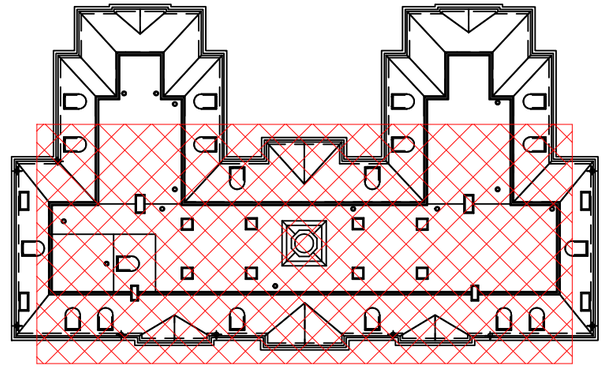
1. Scope of work includes removal of roofing materials consistent with industry standard non-friable removal methods.
2. Materials shall be removed down to the deck (substrate). Encapsulation of the concrete decking consistent with industry standard and means and methods identified in Section 01013.
3. Personnel Decon shall include 3 stages: Clean room/ Changing room, Shower with Hot Water; & Dirty/ Equipment Room shall be placed inside of the attic in an area to be determined at the pre-construction meeting.

Removal and Disposal Drawing Legend:

Roof Field Tar and Modified Membrane Underneath EPDM Membrane - 1932 and 1960 Roofs - Estimated 8,280 Square Feet (SF)

Non-Asbestos Clay Roof Tiles and Underlying Tar and Felt Paper - 1932 Roof - Estimated 7,920 SF Each
* Dispose of Tar and Felt Paper as Asbestos Waste. GC to dispose of Clay Tiles

Chimney and Vent Roof Curb Flashing - Estimated 276 Linear Feet Total (11 chimneys and 1 Vent)



State of Delaware
Division of Facilities Management

Legislative Hall
411 Legislative Avenue
Dover, DE 19901

CHKD: JJ
DRWN: MPS
1-8-21
PF-21979
DWG 21979-1

Legislative Hall Roof Replacement
and Cupola Repair
Asbestos Abatement Specifications
OMB/DFM Contract No. MJ1002000035

HARVARD Environmental, Inc.
760 Pulaski Highway
Bear, Delaware 19701
1-302-326-2333

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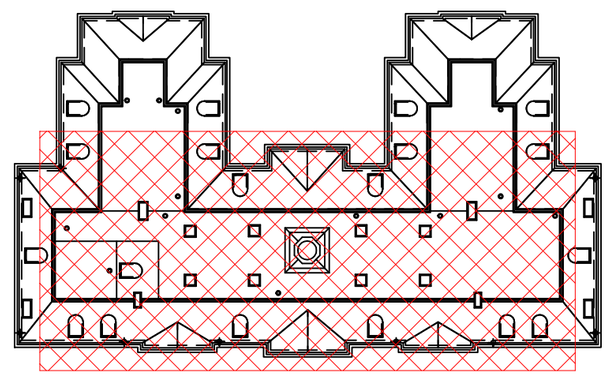
Exterior and Interior Encapsulation Drawing Legend:

Asbestos Concrete Roof Decking - Flat and Sloped Roofs -1932 Roof - Estimated 14,535 Square Feet (SF) on exterior, and 11,500 SF on interior side
*interior side has metal framing and roof trusses covering the concrete deck.



State of Delaware
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Legislative Hall
411 Legislative Avenue
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CHKD: JJ
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HARVARD Environmental, Inc.
760 Pulaski Highway
Bear, Delaware 19701
1-302-326-2333

LICENSE NO. 1993108790 SOSDL
POST CONSPICUOUSLY

STATE OF DELAWARE
DIVISION OF REVENUE

VALID
01/01/18 - 12/31/20
NOT TRANSFERABLE

DLN: 17 62506 41
BUSINESS CODE 099
GROUP CODE 007
LICENSED ACTIVITY PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED
PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 11/29/17
LICENSE FEE: $ 225.00

VALIDATED

2020

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

HARVARD ENVIRONMENTAL INC
760 PULASKI HWY
BEAR DE 19701-5200

HARVARD ENVIRONMENTAL INC
760 PULASKI HWY
BEAR DE 19701-5200

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.

JENNIFER R. HUDSON
DIRECTOR OF REVENUE

*Reference A-000149408-2021 Business License

STATE OF DELAWARE

THIS CERTIFIES THAT

HARVARD ENVIRONMENTAL, INC.

Has satisfactorily completed the [illegible] prescribed by the Office of Management & Budget as a Asbestos Abatement Professional Service Firm th[illegible]

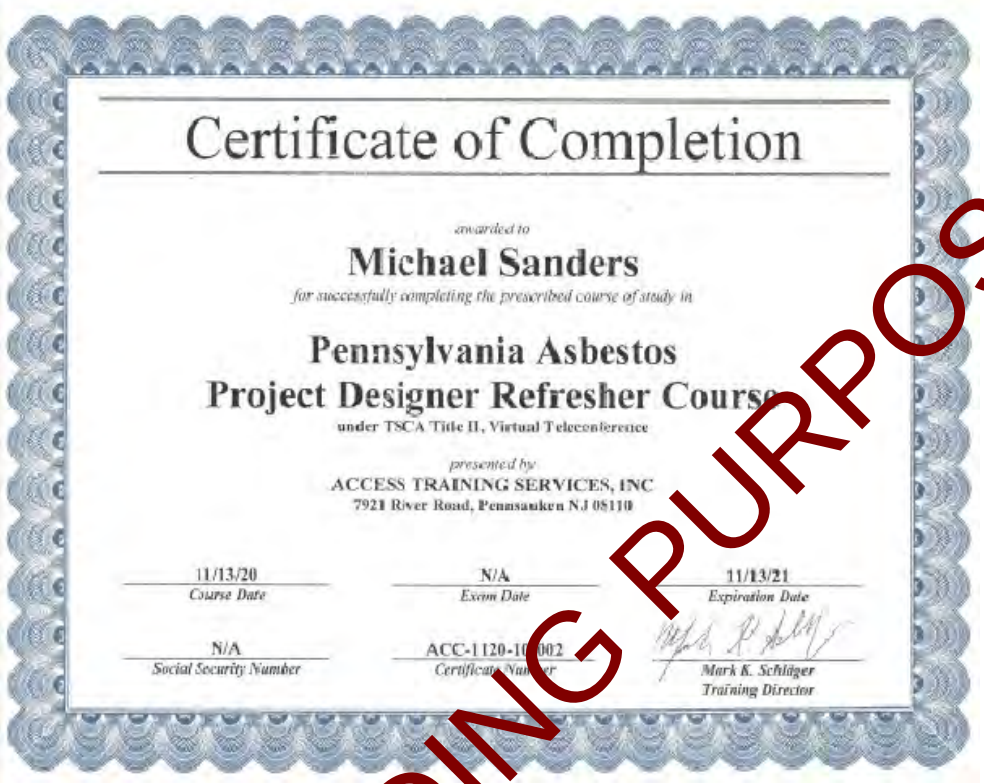
Twelfth [illegible]ay of February Two Thousand Twenty

This certificat[illegible]s valid for [illegible] (1) year to perform asbestos services within the State of Delaware.

This certificat[illegible]all be proof that the above named Contractor has met the minimum requirements established by the State of D[illegible]ware for temporary certification. It is not intended as an overall endorsement of the C[illegible]ctor's ability to provide services of varying size and shape. It does not endorse the methods and types of respir[illegible]y protection used by the Contractor.

[illegible]ractor's Address: 760 Pulaski Highway
Bear, DE 19701
Expir[illegible]ion Date: February 12, 2021
[illegible]rtification Number: PS-054

Director
Division of Facilities Management



Certificate of Completion

awarded to

Michael Sanders

for successfully completing the prescribed course of study in

Pennsylvania Asbestos
Project Designer Refresher Course

under TSCA Title II, Virtual Teleconference

presented by

ACCESS TRAINING SERVICES, INC
7921 River Road, Pennsauken NJ 08110

11/13/20	N/A	11/13/21
Course Date	Exam Date	Expiration Date
N/A	ACC-1120-10002	Mark K. Schläger
Social Security Number	Certificate Number	Training Director