



PROJECT MANUAL
for

Media Center Renovation

500 South 5th Street, Williamsburg, OH 45176

for the

Williamsburg Local School District

549 A West Main Street, Williamsburg, OH 45176

SHP Comm. No. 2023044.01
May 19, 2023



312 Plum Street, Suite 700
Cincinnati, Ohio 45202
(513) 381-2112

BID / PERMIT DOCUMENTS

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

Division 00 – Procurement and Contracting Requirements

00 01 10	.....	Table of Contents
00 11 13	.....	Notice to Bidders
00 21 13	.....	Instructions to Bidders AIA Document A701 – 2018
00 21 14	.....	Supplementary Instructions to Bidders
00 41 16	.....	Bid Form
00 43 13	.....	Bid Guaranty and Contract Bond
00 45 13	.....	Bidder's Qualifications
00 45 14	.....	Non-Collusion Affidavit
00 45 15	.....	Delinquent Personal Property Tax Affidavit
00 45 17	.....	Unresolved Findings for Recovery Affidavit
00 45 18	.....	Campaign Contributions Affidavit
00 52 16	.....	Standard Form of Agreement Between Owner and Contractor AIA A101 – 2017
00 72 16	.....	General Conditions of the Contract for Construction AIA A201 – 2017
00 73 01	.....	Supplementary General Conditions
00 73 03	.....	Drug-Free Workplace Certification
00 73 04	.....	Waiver of Escrow Agreement
00 73 42	.....	Contract Provisions Federal Award
00 73 43	.....	Davis-Bacon Act Contract Provisions

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

Division 01 – General Requirements

01 10 00	.....	Summary
01 21 00	.....	Allowances
01 25 00	.....	Substitution Procedures
01 26 00	.....	Contract Modification Procedures
01 29 00	.....	Payment Procedures
01 31 00	.....	Project Management and Coordination
01 32 00	.....	Construction Progress Documentation
01 32 33	.....	Photographic Documentation
01 33 00	.....	Submittal Procedures
01 40 00	.....	Quality Requirements
01 42 00	.....	References
01 50 00	.....	Temporary Facilities and Controls
01 60 00	.....	Product Requirements
01 73 00	.....	Execution
01 73 20	.....	Selective Demolition
01 77 00	.....	Closeout Procedures
01 78 23	.....	Operations and Maintenance
01 78 39	.....	Project Record Documents
01 79 00	.....	Demonstration and Training

FACILITY CONSTRUCTION SUBGROUP

Division 06 – Wood, Plastics, and Composites

- 06 10 00 Rough Carpentry
- 06 20 23 Finish Carpentry

Division 08 – Openings

- 08 41 13 Aluminum Storefront
- 08 88 00 Glazing

Division 09 – Finishes

- 09 22 16 Metal Framing
- 09 29 00 Gyp Board
- 09 65 12 Resilient Base and Accessories
- 09 68 13 Tile Carpeting
- 09 91 12 Painting

END OF DOCUMENT 00 01 10

DOCUMENT 00 11 13 – NOTICE TO BIDDERS

Separate, sealed bids for each of the requirements set forth below will be received at the Office of the Treasurer of the Board of Education of the **Williamsburg Local School District, 549 A West Main Street, Williamsburg, OH 45176** until:

**3:00 p.m. – local time
June 7, 2023**

and will be publicly opened and read immediately thereafter at the usual place of meeting, and a report thereof made to the board at their next meeting.

Said work consisting of new finishes (flooring, paint, walls), and MEP scope at Williamsburg High School existing Media Center.

Pre-bid meeting:

Prospective bidders are encouraged to attend a **pre-bid meeting** to be held **May 30, 2023, 3pm** at the following location:

**Williamsburg High School – Media Center
500 South 5th Street, Williamsburg, OH 45176**

The Contract Documents are available for purchase from: Key Blue Prints Inc., 411 Elliott Ave, Cincinnati, Ohio 45215, 513-821-2111 www.keycompanies.com. Documents will be forwarded at bidder's expense.

Bids shall be submitted on the form furnished with each set of bid documents or on a photographic copy of that form. Each bid shall be accompanied by a bid guarantee meeting requirements of Section 153.54 of the Ohio Revised Code. Said guarantee may be in the form of a bond (ORC 153.571) or a certified check, cashiers check, or letter of credit meeting requirements of 153.54. Bids received after the time and date set for bid opening will be returned to the bidder unopened.

The said Williamsburg Local Board of Education reserves the right to waive informalities, and to accept or reject any and all, or parts of any and all bids.

No bids may be withdrawn for at least 60 days after the scheduled closing time for receipt of bids.

The probable construction cost estimate for this work is: **\$230,000 base bid**

Board of Education – **Williamsburg Local School District**

By: Greg Wells, Treasurer

END OF DOCUMENT 00 11 13

AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

THE OWNER:
(Name, legal status, address, and other information)

THE ARCHITECT:
(Name, legal status, address, and other information)

TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612 □ 2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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 the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310□, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101 ☐ 2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101 ☐ 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201 ☐ 2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203 ☐ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)
- .5 Drawings

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits:			
	<i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>			
	<input type="checkbox"/>	AIA Document E204 <input type="checkbox"/> 2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>		
	<input type="checkbox"/>	The Sustainability Plan:		
	Title	Date	Pages	
	<input type="checkbox"/>	Supplementary and other Conditions of the Contract:		
	Document	Title	Date	Pages
.9	Other documents listed below:			
	<i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>			

DOCUMENT 00 21 14 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

NOTE:

This section shall serve to supplement, modify, change and/or clarify provisions of the Instructions to Bidders (AIA Document A-701, 2018 Edition, "Instructions to Bidders"). Where an Article of the Instructions to Bidders is not modified or a Paragraph, Subparagraph, or Clause thereof is not modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect. Where items of this section directly conflict with those of the Instructions to Bidders, the provisions of this section shall prevail.

ARTICLE 2 BIDDER'S REPRESENTATION

Add the following to Article 2:

"2.2 Bidders shall refer to the "Notice to Bidders" for Pre-Bid Meeting requirements."

ARTICLE 3 BIDDING DOCUMENTS

3.1 Distribution

Delete Paragraph 3.1.1 and replace with the following:

"3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the Notice to Bidders."

Delete Paragraph 3.1.2 in its entirety.

3.2 Modification or Interpretation of Bidding Documents

Add Paragraph 3.2.1.1 as follows:

"3.2.1.1 Each Bidder is responsible for calling to the attention of the Architect any ambiguities, inconsistencies, errors, or omissions which may occur in the documents for their part of the Work. If Bidder fails to request clarification, the Bidder will be expected to overcome such conditions without additions to the bid amount."

Add Paragraph 3.2.2.1 as follows:

"3.2.2.1 Clarification or interpretation can be made via e-mail to Charlie Jahnigen cjahnigen@shp.com or telephone, 513-381-2112."

3.4 Addenda

Delete Paragraph 3.4.3 and replace with the following:

"3.4.3 If an Addendum is issued within 72 hours prior to the published time for the opening of bids (excluding Saturdays, Sundays, and legal holidays), the time for opening of bids shall be extended one (1) week with no further advertising required."

ARTICLE 4 BIDDING PROCEDURES

4.1 Preparation of Bids

Add Paragraph 4.1.1.1 as follows:

"4.1.1.1 Any change or alteration to the wording of the bid form may cause a Bid to be rejected as non-responsive."

Delete Paragraph 4.1.3 and replace with the following:

"4.1.3 Sums shall be expressed in both words and figures and in figures only where no space is provided for words. In case of discrepancy, the amount written in words shall govern."

Add paragraph 4.1.5.1 and 4.1.5.2 as follows:

"4.1.5.1 A blank entry or an entry of "No Bid", "N/A", or similar entry for any Alternate will cause a Bid to be rejected as non-responsive if that Alternate is selected.

4.1.5.2 If an Alternate is not selected and an entry of "No Bid", "N/A", or similar entry for the Alternate is listed, this action, by itself, will not render the Bid as non-responsive."

Add Paragraph 4.1.9 as follows:

"4.1.9 The Bidder shall include a signed copy of the Bidder's Qualifications and Non-Collusion Affidavit with their Bid; a copy of each form is included in Division 00 of the Project Manual."

4.2 Bid Security

Delete Paragraphs 4.2.1, 4.2.2, 4.2.3 and 4.2.4 and replace with the following:

"4.2.1 Each Bid shall be accompanied by a bid security, in accordance with the Ohio Revised Code (ORC) Section 153.54(B), in the amount of the Base Bid plus ADD Alternates or;

4.2.2 a signed bond in the form of a certified check, cashier's check or letter of credit, as provided in ORC Section 153.54(C). The amount of the certified check, cashier's check or letter of credit shall be equal to ten (10) percent of the Base Bid plus ADD Alternates or;

4.2.3 a bid guaranty and contract bond in accordance with ORC Section 153.571 in the amount of 100 percent of the total Base Bid plus ADD Alternates. If the dollar space on the bid guaranty is left blank, the penal sum will be the full amount of the Base Bid plus ADD Alternates, stated in dollars and cents. A percentage is not acceptable, pursuant to ORC Section 153.571.

4.2.4 The bond shall serve as an assurance that the Bidder will, upon acceptance of the Bid, comply with all conditions precedent for Contract execution, within the time specified.

4.2.5 The bond must be issued by a surety authorized by the Department of Insurance to transact business in Ohio. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be met if the surety currently has an A.M. Best Company Policy Holders Rating of "A+", "A" or "A-" or better and has or exceeds the Best Financial Size Category of Class VII. The bond must be signed by an authorized agent, with Power of Attorney, from a surety.

4.2.6 Bond will be returned to all unsuccessful Bidders after Contract is awarded. If used, a certified check, cashier's check or letter of credit will be returned to the successful Bidder upon providing the bond required by ORC Section 153.54(C).

4.2.7 If for any reason, other than as authorized by Article 4.4, Modifications or Withdrawal of Bid, the Bidder fails to enter into a Contract, and the Owner awards the Contract to the next lowest responsive and responsible Bidder, the Bidder who failed to enter into a Contract shall be liable to the Owner for the difference between the Bidder's Bid and the Bid of the next lowest responsive and responsible Bidder, or for a penal sum not to exceed ten (10) percent of the Bid amount, whichever is less, pursuant to ORC Section 153.54."

4.3 Submission of Bids

Add Paragraph 4.3.1.1 as follows

"4.3.1.1 Submit Bid(s) in paper form, in duplicate, in sealed envelope, at time and place stipulated."

4.4 Modification or Withdrawal of Bid

Delete Paragraph 4.4.3 and replace with the following:

"4.4.3 All Bids are valid for (60) days after the opening of bids. A Bid may be extended thereafter upon mutual agreement, in writing, between the Owner and Contractor. Awards beyond the sixty (60) day period shall be reviewed for increased cost of the Contract only if the cause for delay is no fault of the Contractor and substantiated."

Add Paragraph 4.4.4 as follows:

"4.4.4 A Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake as opposed to a judgement mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or material made directly in the compilation of the bid amount. Request to withdraw Bid must be made in writing filed with the Owner and Architect within two business days after conclusion of the bid opening."

ARTICLE 5 CONSIDERATION OF BIDS

5.2 Rejection of Bids

Add Paragraphs 5.2.1, 5.2.2 and 5.2.3 as follows

"5.2.1 If the lowest Bidder is not responsive or responsible, the Owner may reject such Bid and shall notify the Bidder the reasons for the finding.

5.2.2 A Bidder notified that they are not responsive or responsible may object to the Owner's decision by filing a written request for reconsideration, which must be received by the Owner within five (5) days of the date of the notice from the Owner.

5.2.3 Upon receipt of a timely request, the Owner shall meet with the Bidder to listen to the Bidder's objections.

- .1 No award of contract shall become final until the Owner has met with all Bidders who have filed timely request for reconsideration.
- .2 If all request for reconsideration are rejected in the Owner's discretion, the award of contract shall become final, or the Owner, in its discretion, may reject all bids.
- .3 If a request for reconsideration is not rejected, any procedures for the determination of the lowest responsible Bidder that have not already been completed concerning the applicable Bidder shall be completed. Following the completed procedures and evaluation of the Bidder, the Bidder will be notified of the findings."

5.3 Acceptance of Bid (Award)

Add Paragraphs 5.3.1.1, 5.3.1.2 and 5.3.1.3 as follows:

"5.3.1.1 Pursuant to ORC Section 153.52, the Contract will be awarded to the lowest responsive and responsible Bidder.

5.3.1.2 In determining the lowest Bidder, the Owner shall consider the Base Bid and any selected Alternates which the Owner determines to accept, and may result in an award to a Bidder other than the Bidder that submitted the lowest Base Bid. Voluntary Alternates will not be considered in determining the lowest amount.

5.3.1.3 The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the Bids received, either higher or lower. The Bidder understands that the Owner has included alternatives, which include deduct and add Alternates, to give flexibility in building the Project with funds available. The Bidder further understands and acknowledges that the use of add and deduct Alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about what Alternates on which to base the award of contracts until the Bids are received, and the Owner can compare its available funds with the Base Bids and the cost or savings from selecting different Alternates. No Contract(s) shall be entered into if the total price of all Contracts for the Project that is bid on the same day, are in excess of ten (10) percent above the entire estimate thereof, in accordance with ORC Section 153.12. Project estimate is listed in the Notice to Bidders."

Delete Paragraph 5.3.2 and replace with the following:

"5.3.2 Subject to the right of the Owner to reject each and every Bid, the Owner will determine the lowest responsive Bid by taking into consideration not only the amount of the Bid but such of the following criteria as it, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate in determining the responsibility of the Bidder:

- .1 the Bidder's financial ability to complete the Contract;
- .2 the Bidder's experience with projects of similar size and scope and more complex projects;
- .3 the conduct and performance of the Bidder on previous contracts completed in a timely manner;
- .4 the Bidder's facilities and equipment;
- .5 the adequacy, in numbers and experience, of the Bidders work force to complete the Contract successfully on time and on budget;
- .6 the ability of the Bidder to execute the Contract properly; and
- .7 the evaluation of the Bid substantially below the median of other Bids."

Add Paragraphs 5.3.3, 5.3.4 and 5.3.5 as follows:

"5.3.3 The Owner shall obtain from the lowest Bidder any information the Owner deems appropriate to the consideration of factors showing responsibility. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.

5.3.4 The Bidder authorizes the Owner and its representatives to contact owners, construction managers, contractors, and design professionals on projects on which the Bidder has worked and authorizes and requests such owners, construction managers, contractors, and design professionals to provide a candid evaluation of Bidder's performance. By submitting a Bid, the Bidder agrees that if they or any person at their urging, directly or indirectly, brings action against any of such owners, construction managers, contractors, and design professionals or their employees as a result of or related to such candid evaluation and such action is not successful, the Bidder will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action,

including the cost of collection. This obligation is expressly intended for the benefit of such owners, construction managers, contractors, design professionals and their employees.

5.3.5 The number of consecutive calendar days required to complete the Work shall be considered by the Owner in determining the lowest and responsive Bidder."

ARTICLE 6 POST-BID INFORMATION

6.2 Owner's Financial Capability

Delete Paragraph 6.2 in its entirety.

6.3 Submittals

Add the following Paragraph after Paragraph 6.3.1.3 as follows:

"4 a list of proposed Contractors and Suppliers."

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Bond Requirements

Delete Paragraphs 7.1.1, 7.1.2, 7.1.3, and 7.1.4 and replace with the following:

"7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

7.1.1.1 Bonds shall be written in conformance with the Bond Form provided in the Project Manual and in compliance with ORC Section 153.571.

7.1.2 Prior to award of contract, successful Bidders who provided a cashier's check, certified check or letter of credit as bid security shall submit a contract bond in the form of a performance and payment bond in an amount equal to 100% of the contract sum. The performance and payment bond must be signed by an authorized agent of an acceptable surety bonding company and by the Bidder. Bond must be issued by a surety company authorized by Ohio Department of Insurance to transact business in the State of Ohio. The bond shall be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves and soundness of investments. These criteria will be met if the surety currently has an A.M. Best Company Policyholder Rating of "A+", "A", or "A-" or better and has or exceeds the Best Financial Size Category of Class VII.

7.1.3 Bond must be countersigned by an Ohio resident agent if bond is issued by an out-of-state agent.

7.1.4 Performance and payment bond must be supported by credentials showing power of attorney and corporate seals to each copy. Bonds shall remain in effect for 12 months after date of Substantial Completion is issued by the Owner. Certificate by bonding company of compliance is required prior to final acceptance of Project."

7.2 Time of Delivery and Form of Bonds

Delete Paragraph 7.2 in its entirety.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

Delete Article 8 in its entirety, and replace with the following:

"ARTICLE 8 SUPPLEMENTAL BIDDING INFORMATION

8.1 If the Owner and Bidder enter into a Contract within 60 days of the bid opening, the Contractor shall pay any and all material, labor or subcontract cost increases which have occurred since the bid opening. Contract entered into beyond 60 day period may contain additional amounts for cost increases if the cause for delay is not the fault of the Contractor.

8.2 Prior to the signing of a Contract, the successful Bidder shall furnish:

- (i) Certificate of Insurance meeting the requirements of the General Conditions;
- (ii) Ohio Workers' Compensation Certificates;
- (iii) Ohio Secretary of State Certification;
- (iv) Delinquent Personal Property Tax Affidavit as required by ORC Section 5719.042 (form included in Division 00 of the Project Manual);
- (v) Campaign Contributions Affidavit as required by ORC Section 3517.13 (form included in Division 00 of the Project Manual);
- (vii) Contractor Consent to Escrow Agent/Agreement or waiver of Escrow (form included in Division 00 of the Project Manual); and

- (viii) Proof of enrollment in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP in accordance with ORC Sections 153.03 to 153.031 (form included in Division 00 of the Project Manual).

8.2.1 The award of the Contract and the execution of the Contract are based upon the expectation that the lowest responsible Bidder will comply with the conditions of Section 8.2.

8.2.2 Non-compliance with the conditions within five (5) days of the date that the Bidder is notified of the notice of intent to award the Contract shall be cause for the Owner to cancel the award for the Bidder's lack of responsibility and award the Contract to another Bidder which the Owner determines is the next lowest responsive and responsible Bidder, or resubmit the Contract for bidding, at the discretion of the Owner.

8.3 Upon the signing of a Contract, the Owner shall notify the Surety and Surety Agent of the award of the contract in compliance with ORC Section 9.32."

ARTICLE 9 PREVAILING WAGES

Add Article 9 to read as follows:

"ARTICLE 9 PREVAILING WAGE

9.1 The Owner will pay all or part of the contract sum with federal grant funding. Accordingly, prevailing wages in compliance with the Davis-Bacon Act apply to this project."

END OF DOCUMENT 00 21 14

DOCUMENT 00 41 16 - BID FORM

Media Center Renovation
For
Williamsburg Local School District

SUBMITTED BY: _____

(CONTRACTOR FIRM NAME)

SUBMITTED NO LATER THAN

3:00 p.m. - Local Time

June 7, 2023

AT THE OFFICE OF:

Greg Wells, Treasurer

Williamsburg Local School District
549 A West Main Street
Williamsburg, OH 45176

DOCUMENTS PREPARED BY:

SHP

312 Plum Street, Suite 700

Cincinnati, Ohio 45202

Bid Form continues on next page

PART A - GENERAL NOTES

The attention of the bidder is called to Notice to Bidders / Instructions to Bidders / Supplementary Instructions to Bidders / Standard Form of Agreement Between Owner and Contractor / General Conditions / Supplementary General Conditions for specific items relating to the execution of the Bid Form. In submitting this bid, the bidder represents that they have carefully reviewed and understands these documents and agrees to the conditions of these documents. Non-compliance with any of the provisions of these documents may constitute sufficient cause for rejection of a bid.

Execute duplicate Bid Form in original for each bid submitted.

Attach Bid Security to first Bid Form.

Attach the following forms to the first Bid Form:

- Bidder's Qualifications
- Non-Collusion Affidavit

Do Not alter the wording of the Bid Form.

Bidders may attach typewritten sheet(s) providing any additional information, voluntary substitutions, or voluntary alternates for the Owner's consideration but the bid amounts contained herein must be based on the bid documents, not such voluntary substitutions or voluntary alternates.

Submit completed Bid Form along with all other required information in a sealed envelope plainly identified as to items being bid and name of bidder. See Instructions to Bidders.

The Owner reserves the right to award separate contracts for each individual item bid or to award combination bids if provided for in this form.

It is understood and agreed that each Bid Package will achieve **Substantial Completion by August 24, 2023**; and **Final Completion by September 29, 2023**, per definition of AIA General Conditions. See Section 00 73 01 "Supplementary General Conditions" Article 8 – Time, including liquidated damages information.

PART B - RECEIPT OF ADDENDA

The following addenda have been received and taken into account in preparation of this bid:

Addenda No.: _____ Addenda No.: _____

Addenda No.: _____ Addenda No.: _____

Bid Form continues on next page

PART C - PROPOSAL

We, the undersigned bidder have fully examined the Contract Documents entitled: "**Media Center Renovation**" for **Williamsburg Local School District**, dated **May 19, 2023**, as prepared by SHP, and do hereby propose to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the amounts as follows:

BASE BID

This Base Bid Amount (ESSER Funds / prevailing wage) shall include the following Allowances:

Allowance No. 1: Contingency Allowance: \$10,000.

ALL LABOR AND MATERIALS, for the sum of: \$ _____

Sum in words: _____

VOLUNTARY DEDUCT / VALUE ENGINEERING

Contractors are encouraged to provide voluntary deducts and/or value engineering suggestions to the base bid plans and specifications. Attach additional pages if necessary:

VE No. 1: (provide written description) _____

ALL LABOR AND MATERIALS, for the sum of: \$ _____

Sum in words: _____

VE No. 2: (provide written description) _____

ALL LABOR AND MATERIALS, for the sum of: \$ _____

Sum in words: _____

Bid Form continues on next page

PART D – BIDDER'S CERTIFICATION

The bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the bidder has actual knowledge of the requirements and regardless of any statement or omission made by the bidder which might indicate a contrary intention.
2. Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. Bidder understands domestic steel use requirements as specified in Ohio Revised Code Section 153.011 apply to this project.
5. Bidder will enter into and execute the agreement with the Owner, if a contract is awarded on the basis of this bid, and if the bidder does not execute an agreement for any reason, other than as authorized by law, the bidder and the bidder's Surety are liable to the Owner as provided in the Ohio Revised Code and as applicable to the Owner.
6. Bidder certifies that the upon the award of a contract, it will make a good faith effort to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the bidder.
8. It is understood and agreed that the work embodied in this contract shall be substantially completed per definition of the AIA General Conditions by the milestone dates indicated in the Contract Documents.
9. Costs, per day as shown in the Table of Liquidated Damages (Section 00 73 01 – Supplementary General Conditions) will be accumulated and assessed to all prime contractors (unless specifically released in writing by the Architect or an extension of time is approved by the Architect) after this date until Substantial Completion and Final Completion are achieved, as determined by the Architect.

Bid Form continues on next page

PART E - SIGNATURE PAGE & INFORMATION ABOUT BIDDER

Legal Name of Business _____.

Name of President _____.

Name(s) of Owner (If not Corporation)

_____.

_____.

_____.

Main Office Address _____.

_____.

Company Tax identification Number: _____.

Company Website (if available): _____.

Main Office Telephone Number _____.

Main Office Fax Number _____.

Main Office Contact Person _____.

Main Contact Person E-mail Address _____.

Authorized Signature _____.

Printed name and Title _____.

Date of Signature: _____.

PART F LEAD TIMES:

Please identify lead times for materials that might arrive after Substantial Completion:

Estimated lead time for _____(after shop drawing approval) _____WEEKS

Attach other documents required

END OF DOCUMENT 00 41 16

DOCUMENT 00 43 13 - BID GUARANTY AND CONTRACT BOND (ORC § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____

_____ ("Contractor") as principal and

_____ as sureties are hereby held and

firmly bound unto the **Williamsburg Local School District, 549A Main Street, Williamsburg, OH 45176** as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the

obligee on _____, 20____, to undertake the project known as:

"Media Center Renovation" ("Project")

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of

_____ Dollars (\$_____).

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the

surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The said surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Ohio Revised Code.

Signed and sealed this _____ day of _____, 20____.

(PRINCIPAL) (Seal)

By: _____

Printed Name & Title: _____

(SURETY) (Seal)

By: _____

Printed Name & Title: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's E-mail: _____

END OF DOCUMENT 00 43 13

DOCUMENT 00 45 13 – BIDDER’S QUALIFICATIONS

Project Number: _____

Project Name: _____

1. Company Name: _____

Physical Address: _____

Street, Building, Unit

City, State, Zip

Mailing Address (if different): _____

P.O. Box

City, State, Zip

Telephone Number (w/ Area Code): (_____) _____

Email address: _____

2. Overall Experience. Indicate Bidder’s overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

3. Financial. The apparent low Bidder shall submit, upon request of the Contracting Authority, either:

- a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b) A financial report generated within 30 days prior to the bid opening from Standard and Poor’s Financial Services LLC (S&P), Dun & Bradstreet, or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

4. Facilities & Equipment. Indicate Bidder’s relevant facilities and major equipment (leased or owned).

5. Ongoing & Relevant Projects. List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, and project name/contact person/address/phone number for each owner and architect or engineer for each project.

6. Regulatory / Contractual. Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.

a) Affirmative Action violations (Attach Certificate of Compliance with Affirmative Action Programs, issued pursuant to Ohio Revised Code Section 9.47)

b) Contract abandonment, Contract termination, as either a prime- or sub-contractor, or Surety takeover

c) Debarment by state, federal or local jurisdictions

d) EPA/OSHA violations

e) Liquidated damages and Statutory Delay Forfeiture assessed

f) Drug-Free Safety Program and Drug Free Workplace Program violations

7. Management. Identify individuals assigned to this Project.

Principal _____ Years with firm _____ Total
Exp. _____

Project Manager _____ Years with firm _____ Total
Exp. _____

Field Superintendent _____ Years with firm _____ Total
Exp. _____

8. Certification. I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name

Authorized Official (please print or type)

Signature of Authorized Official _____
Date _____

END OF DOCUMENT 00 45 13

DOCUMENT 00 45 14 - NON-COLLUSION AFFIDAVIT

State of _____)
 _____) SS:
 County of _____)

The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:

1. The Base Bid, Unit Prices or any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder.
2. Unless otherwise required by law, the Base Bid, Unit Prices or Alternate bid which have been quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder that would have any interest in the Base Bid, Unit Prices or Alternate bid.
3. No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Authorized Signature: _____

Print Name: _____ Title: _____

Company Name: _____

ADDITIONAL SIGNATURE FOR JOINT VENTURE:

Authorized Signature: _____

Print Name: _____ Title: _____

Company Name: _____

Sworn to and subscribed before me this day of , 20

Notary Public

My Commission Expires

END OF DOCUMENT 00 45 14

DOCUMENT 00 45 18 - CAMPAIGN CONTRIBUTIONS AFFIDAVIT

State of _____)
) SS:
County of _____)

Personally appeared before me the undersigned, a bidder in the competitive bidding for

_____ for a _____
(Name of Entity) (Type of Product or Service)

contract let by the **Board of Education of the Williamsburg Local School District** who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violation under Ohio Revised Code Section 3517.13 (campaign contributions and reporting) and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That no person or persons, whom are owners of at least twenty percent of the above named business or corporation nor any spouse of such person, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to a candidate for or the holder of a public office having ultimate responsibility for the award of this contract, or to his/her campaign Committee nor have they aggregately given contributions totaling more than one thousand dollars.
2. That no person or persons employed by the above named firm, not their spouses are in violation of any provision of Ohio Revised Code Section 3517.13.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public

My Commission Expires _____

END OF DOCUMENT 00 45 18



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 execution by the Owner
(In words, indicate day, month and year.)

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

**Williamsburg Local School District
549 A West Main Street
Williamsburg, OH 45176**

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

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

**Media Center Renovation
500 South 5th Street
Williamsburg, OH 45176**

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

**SHP
312 Plum Street, Suite 700
Cincinnati, Ohio 45202**

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. 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.

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.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

- ☐ Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

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

Item

Units and Limitations

Price per Unit (\$0.00)

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

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

Init.

/

§ 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.)

Retainage will be eight percent (8%) for the first 50% of the Work based on the cost estimate prepared by the Contractor and approved by the Architect, in accordance with Ohio law, Ohio Revised Code 153.12, .13, and .14. After the contract is 50% complete no further funds shall be retained. Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

§ 5.1.7.1.1 The following items are not subject to retainage:

Init.

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

In accordance with Ohio law.

§ 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.)

In accordance with Ohio law.

§ 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.)

0 % zero percent

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

(Paragraphs deleted)

A201-2017.

§ 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

Init.

☒ [X] 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 Article 11 of the AIA Document A201-2017, General Conditions of the Contract for Construction, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of the AIA Document A201□2017, General Conditions of the Contract for Construction, 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.)

A Notice is any written notice to the Owner or the Contractor. Written Notice to the Contractor shall be deemed to have been duly served if delivered in-person to an officer or any other official of the Contractor or sent by registered or certified mail, return receipt requested, to the last known business address of the Contractor. Written Notice to the Owner shall be deemed to have been duly served if delivered in-person to an officer or any other official of the Owner or sent by registered or certified mail, return receipt requested to the Owner's business address identified in the Agreement. When sent by certified mail to either party, any written notice shall be considered properly delivered to the other party three (3) days after the date sent.

§ 8.7 Other provisions:

Intended Third Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor, except it is understood that the Owner shall be an intended third-party beneficiary of all subcontracts/ subconsultant agreements and shall be entitled to enforce any rights thereunder for its benefit. The Contractor shall incorporate the obligations of this Agreement into its respective subcontractor/ subconsultant agreements.

Compliance with Laws

Contractor shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Agreement. Constructor will assist the Owner and Architect, as needed, in communications with and addressing local government officials with jurisdiction over the Project.

Modification

No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

Construction

The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the party preparing the document will not be used in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits hereto.

Partial Invalidity

The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Entire Agreement

Init.

This Agreement, together with the other Contract documents, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, communications, representations, and understanding with respect to the Project.

Counterparts

The Agreement may be executed in any number of counterparts each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

Conflicts of Interest

Except with Owner's prior knowledge and written consent, Contractor shall not engage in any activity or accept any employment, interest, or contribution that would reasonably appear to compromise the Contractor's professional judgement with respect to the Project.

Non-Discrimination

Contractor agrees:

1. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
2. That neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
3. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
4. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

No Findings for Recovery

The Contractor represents that it is not subject to any unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, this Agreement is void, and the Contractor will immediately repay to the Owner any funds paid under this Agreement.

Ethics

The Contractor is aware of the ethics responsibilities in Ohio Revised Code Section 3517.13 and is in compliance with this section of the Ohio Revised Code.

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, as modified;
- .2 AIA Document A201 □ □2017, General Conditions of the Contract for Construction;
(Paragraph deleted)
- .3 Owner issued bid documents, including all specifications, incorporated by reference to the extent not inconsistent with this Agreement.
- .4 Other Exhibits:

Exhibit A: Instructions to Bidders
Exhibit B: Supplemental Instructions to Bidders
Exhibit C: Bid Form
Exhibit D: Bid Bond, ORC 153.571

(Table deleted)

Exhibit E: Bidder Qualifications
Exhibit F: Non-Collusion Affidavit
Exhibit G: Personal Property Tax Affidavit

(Table deleted)

Init.

AIA Document A101® □ 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **The American Institute of Architects, □ AIA, □ the AIA Logo, "A101," and □ AIA Contract Documents □ are registered trademarks and may not be used without permission.** This document was produced by AIA software at 12:36:05 ET on 11/10/2022 under Order No.3104237079 which expires on 02/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1649692776)

Exhibit H: Findings for Recovery Affidavit
Exhibit I: Campaign Contributions Affidavit
Exhibit J: Supplemental General Conditions

(Table deleted)

Exhibit K: Drug Free Workplace Certification
Exhibit L: Waiver of Escrow Agreement



Init.

/

(Paragraphs deleted)

This Agreement entered into as of the date of execution by the Owner.

Williamsburg Local School District
Owner (Signature)

(Printed name and title)

(Date)

CONTRACTOR (Signature)

(Printed name and title)

(Date)

**Certificate of Funds
(ORC 5705.41)**

(Paragraphs deleted)

The undersigned, Fiscal Officer of the **Williamsburg Local School District**, hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding agreement, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

Signed: _____

**Greg Wells, Treasurer / Fiscal Officer
Williamsburg Local School District - Media Center
Renovation**

(Table deleted)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Media Center Renovation
500 South 5th Street
Williamsburg, OH 45176

THE OWNER:

(Name, legal status and address)

Williamsburg Local School District
549 A West Main Street
Williamsburg, OH 45176

THE ARCHITECT:

(Name, legal status and address)

SHP

312 Plum Street Suite 700
Cincinnati, Ohio 45202

TABLE OF ARTICLES

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

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.

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," "the AIA Logo," "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:52:54 ET on 11/10/2022 under Order No.3104237079 which expires on 02/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(1701196390)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

/

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal

Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
2.2.2, 9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, **3.17**

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission
1.7

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner ☐
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor ☐ Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner ☐ Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic ☐ Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

Init.

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 00 73 01 - SUPPLEMENTARY GENERAL CONDITIONS

NOTE:

This section shall serve to supplement, modify, change and/or clarify provisions of the General Conditions (AIA Document A201, 2017 Edition, "General Conditions of the Contract for Construction"). Where an Article of the General Conditions is not modified or a Paragraph, Subparagraph, or Clause thereof is not modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect. Where items of this section directly conflict with those of the General Conditions, the provisions of this section shall prevail.

ARTICLE 1: GENERAL PROVISIONS

1.1.3 THE WORK

- 1.1.3 (Add the following text to the end of the paragraph) "The Contractor shall familiarize himself with the Contract Documents and complete the work intended to be described to the entire satisfaction of the Owner and Architect and shall not avail himself of any manifest error or omission should such exist. The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the work and include work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the work in accordance with applicable laws, codes and customary standards of the construction industry."

1.1.8 INITIAL DECISION MAKER – delete this entire paragraph.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- 1.2.4 (Add) "If the Drawings or Specifications conflict, the Contractor is required to provide the greater quantity or higher quality of work called for. When a duplication of material, equipment or task occurs in the Drawings or Specifications by assignment of work to separate Prime Contracts, each Prime Contractor shall be deemed to have bid on the basis of each providing such material, equipment or task. The Architect will decide which Prime Contractor shall provide the same and which Prime Contract amount shall be adjusted, for not incorporating such into the Project. However it is highly recommended that these discrepancies be brought to the Architect's attention prior to bidding."

- 1.2.5 (Add) "It is the intent of the Contract Documents to accomplish a complete and first-grade installation in which there shall be installed new products of the latest and best design and manufacturer, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.

- .1 Details of preparations, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of quality so as to accomplish a neat and quality finished job.
- .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.
- .3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, and materials are not expressly included in the Contract Documents.
- .4 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in Sections of the Contract Documents applicable to other trades."

1.7 DIGITAL DATA USE AND TRANSMISSION

Delete the original text in this section and replace with the following:

- 1.7.1 (Add) "The Architect, at his sole discretion and without obligation, may make the Contract Documents available for use by Contractors for the purpose of facilitating the coordination process in electronic format. These electronic documents remain the Architect's Instruments of Service and shall be for use solely with respect to this Project, as provided in the Standard Form of Agreement Between Owner and Architect and Article 1.5 herein. 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."

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 1

- 1.7.2 (Add) "Where the parties come to agreement per paragraph 1.7.1, the electronic documents shall be made available in RVT or DWG format, as determined by the Architect. They are available through the Architect's office upon request. A sample of the format will be provided by the Architect upon request by the Contractor, for the purpose of testing the compatibility of the format to Contractor's systems."
- 1.7.3 (Add) "The Architect reserves the right to strip the files of the Project's name and address, the Architect's and his consultant's name and address, and any professional licenses indicated on the Contract Documents, and all dimensions, verbiage, and statistical information. Use of these electronic documents is solely at the Contractor's risk, and shall in no way alter the Contractor's Contract for Construction."
- 1.7.4 (Add) "The Architect shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including drawings and specifications) caused by the Architect's or its consultant's computer software or hardware defects or errors; the Architect's or its consultant's electronic or disk transmittal of data, information or documents; or the Architect's or its consultant's reformatting or automated conversion of data, information or documents electronically or disk transmittal from the Architect's consultants to the Architect. The Contractor waives all claims against the Architect, its employees, officers and consultants for any and all damages, losses, or expenses the Contractor incurs from such defects or errors in the electronic documents. Furthermore, the Contractor shall indemnify, defend, and hold harmless the Architect, and its consultants together with their respective employees and officers, harmless from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney's fees and litigation expenses) attributed to errors or defects in data, information or documents, including drawings and specifications, resulting from the Contractor's distribution of electronic documents to other contractors, persons, or entities."

ARTICLE 2: OWNER

- 2.3 Information and Services Required of the Owner
- 2.3.1 (Delete the text in this paragraph and replace with the following) "Except for permits, fees, design review fees, inspections, meter costs, licensing, taxes, and other service fees that are assigned to the Contractor as enumerated in paragraph 3.7.1, the Owner shall secure and pay any additional easements, assessments and charges not specifically assigned to the Contractor."
- 2.3.6 (Add the following text to the end of the paragraph) "The cost of Contractor's reproductions shall be borne by the Contractor at no additional cost to the Owner."
- 2.4 OWNER'S RIGHT TO STOP THE WORK
Delete the word "repeatedly" from paragraph 2.3. (Add the following text to the end of the paragraph) "This right shall be in addition to, and not in limitation of, the Owner's rights under Paragraph 12.2."
- 2.5 OWNER'S RIGHT TO CARRY OUT THE WORK
(Delete the text in this paragraph and replace with the following) "If the Contractor defaults or neglects to carry out the Work, in any respect, in accordance with the Contract Documents by either (1) failing to commence to correct such default or neglect within 48 hours after written notice thereof from the Architect or the Owner, (except such period shall be 7 days if the notice is given after final payment), or (2) fails to use its best efforts to continue to correct such default or neglect to the satisfaction of the Owner and Architect, or (3) fails to fully correct such default or neglect within 30 days of such notice to the satisfaction of the Architect and the Owner, then the Owner may, upon written notice of the Contractor and without prejudice to the other remedies the Owner may have, carry out the Work referenced in the written notice to the Contractor; provided that if such default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. If the notice is given before final payment, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect, or failure and the Owner's administrative and legal expense, including the time of the Owner's personnel in dealing with such default. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. The time of the Owner's personnel in dealing with such default will be calculated at the rate of \$65.00 per hour."

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 2

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.5 (Add) "Before ordering material or performing any Work, the Contractor shall verify all measurements at the Project site. Any difference between dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for consideration before the Work proceeds. Where actual measurements require more material and work than the Drawings call for, such material and Work shall be supplied at the cost of the Contractor. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the work site."

3.2.6 (Add) "Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from approved Shop Drawings with all measurements obtained at the Project Site by the Contractor."

3.2.7 (Add) "Dimensions which are lacking from the Drawings shall be obtained from the Architect. In no case will the Contractor assume that the Drawings are scaled."

3.2.8 (Add) "All Contractor inquiries of Owner/Architect shall be in writing and in the form of an RFI (Request for Information). RFI forms can be that of Prime Contractors standard or of a form prepared by the Architect. RFI's are to come direct from the Prime Contractor (not Subcontractor or supplier) and all RFI's are to be numbered and tracked by the Prime Contractor."

3.5 WARRANTY

3.5.1 (Delete the text in this paragraph and replace with the following) "In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- .1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.
- .2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials.
- .3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.
- .4 The Work and materials and equipment incorporated into the Work will be merchantable.
- .5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.
- .6 All work performed under the terms of this contract will be guaranteed for a minimum period of one (1) year from the date of Substantial Completion.
- .7 Partial occupancy of the premises use of the equipment shall not constitute the beginning of the guarantee period(s), unless agreed to by the Owner in writing."

3.5.3 (Add) "Upon notice of the breach of the foregoing warranties or guarantees or other warranties or guarantees under the Contract Documents, the Contractor, in addition to other requirements in the Contract Documents, will commence to correct such breach and damage resulting therefrom within 48 hours after written notice thereof, thereafter will use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except where an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 48 hour period shall be extended to 7 days. If the Contractor fails to commence to correct such breach and damage, or correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to its other written notice to the Contractor and without prejudice to his other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within 10 days after the date of such notice, the Owner's costs and expenses incurred in connection with such correction, including without limitation the Owner's administrative and legal expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and termination of the Contract."

3.6 TAXES

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 3

- 3.6 (Delete the text in this paragraph and replace with the following) "Materials purchased for use or consumption with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised code of Ohio and also from the State of Ohio Use Tax, Section 5741.01. Purchases by the Contractor of expendable items such as form lumber, tools, oils, grease, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Tax."
- 3.7 PERMITS, FEES AND NOTICES AND COMPLIANCE WITH LAW
- 3.7.1 (Delete the text in this paragraph and replace with the following:) "The process of reviewing and the subsequent awarding of a Building Permit can take an extended period of time, depending on a Building Department's current workload. Realizing that a delay in this process may delay the final completion date of the Work if it is not applied for until after the Contractor is awarded the Contract, SHP shall expedite the Building Permit process by submitting a general Building Permit Application with the required number of Contract Documents to the appropriate Building Department. The submittal for general Building Permit in no way alters the Contract between the Owner and the Contractor, nor does it relieve the Contractor of his or her responsibilities concerning the terms of AIA General Conditions. The Owner shall pay for the General Building Permit. The Contractor shall secure and pay for all other permits, design review fees, inspections, meter costs, licensing, taxes, and other service fees required by authorities having jurisdiction over work related to each specific contract shall be included in that specific contract (unless specifically noted otherwise in Contract Documents). Contractor is responsible for scheduling all inspections and must notify Architect in writing of any design modifications required by local jurisdiction. Contractor shall be responsible for all additional costs resulting out of improper notifications as it relates to Owner, Architect, or other Prime Contractors."
- 3.7.4 Concealed or Unknown Conditions. Replace "14 days" with "7 days".
- 3.9 SUPERINTENDENT
- 3.9.4 (Add) "The Contractor's Superintendent shall be satisfactory to the Architect and the Owner, and the Architect and Owner shall have the right to require the Contractor to remove a Superintendent from the Project whose performance is not satisfactory, and to replace the Superintendent with a Superintendent who is satisfactory to the Architect and Owner. The Contractor shall be required to have a full time Superintendent on the Project every day during the course of the Project."
- 3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES
- 3.10.4 (Add) "The job progress schedule shall be in form as prescribed or approved by the Architect."
- 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- 3.12.5 (Add the following to the end of this paragraph) "Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action."
- 3.18 INDEMNIFICATION
- 3.18.1 (Delete the text in this paragraph and replace with the following) "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 them from and against claims, damages, losses and expenses, including but not limited to attorneys' and consultants' fees and the cost of their staff, arising out of or related to the performance of the Work, including but not limited to claims for bodily injury, sickness, disease or death, or to injury to or destruction of or loss of use of real or personal property, claims due to delays in or acceleration of the work of other Contractors, claims for loss of productivity, claims for additional storage and handling charges, claims for escalation of the cost of labor and materials, claims for home office overhead, liens against funds, and claims related to the removal, handling or use of hazardous materials. The Owner may set off an amount equal to the sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents. The time of the Owner's personnel in dealing with such default will be calculated at the rate of \$65.00 per hour."
- 3.18.3 (Add) "The Contractor will be held responsible for all damage to the Work under construction during the performance and until Substantial Completion and acceptance, even though partial payments have

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 4

been made under the Contract. He will be held answerable for all damages that may occur to persons, to property, animals or vehicles from want of proper shoring, bracing, lighting, watching, boarding, or enclosing; and for any accident arising from defective apparatus or any negligence on the part of himself or his employees. The Contractor covenants and agrees to pay all damages for injury to real or personal property or for any injury or death sustained by any person growing out of any act or deed of the Contractor or of his employees or any of his Subcontractors or their employees."

3.19 (Add) "UNDERGROUND UTILITY FACILITIES"

3.19.1 (Add) "The Contractor, at least two (2) working days prior to commencing construction in an area which may involve underground utility facilities, shall give notice to the Owner, to the registered underground utility protection services, and the Owners of underground utility facilities shown on the Plans and Specifications. The Contractor shall alert immediately the Owner, the occupants of any premises near the Work, and the Architect as to any emergency that it may create or discover. The Contractor shall notify the Owner, the operator of the underground facility, and the Architect of any break or leak in the utility lines or any dent, gouge, groove, or other damage to such lines or to their rating or cathodic protection, made or discovered in the course of excavation."

3.20 (Add) "LIEN WAIVERS AND NOTICES OF COMMENCEMENT"

3.20.1 (Add) "The Contractor will obtain from all its Subcontractors and suppliers, regardless of tier, a lien waiver, at the time they submit for final payment for all labor, materials, equipment, and/or supplies provided for the Project, of all lien rights they have with respect to the Project in the form of the Lien Waiver included in the Contract Documents or in such other form requested by the Architect and immediately deliver a copy of the executed lien waivers to the Architect with Final Request for Payment. The Contractor will provide all Subcontractors and suppliers a copy of its Bid Guaranty and Performance Bond/Contract Bond. By entering into an agreement to provide labor, materials, equipment and/or supplies for the Project, such Subcontractors and suppliers agree to provide such lien waiver to the Contractor. Upon receipt of Notices of Furnishing, the Contractor will deliver copies of the Notices of Furnishing to the Owner."

ARTICLE 4: ARCHITECT

4.2.1 (Add the following text to the end of the first sentence) "...and with the Owner's concurrence, from time to time during the one-year period for correction of work described in Article 12."

4.2.4 Delete the last sentence of this paragraph.

4.2.10 Add the following at the end of the last sentence: "as set forth in the Owner-Architect Agreement."

ARTICLE 5: SUBCONTRACTORS

5.3.1 (Add) "All subcontracts are to be in writing, and the Contractor shall be responsible to forward copies to the Owner upon request."

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

6.2.3 (Delete the second sentence and replace with the following) "Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Article 15. If such other Contractors initiate legal or other proceedings against the Owner on account of damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at its own expense, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor. The Contractor, by execution of this contract, agrees and fully understands the risks and responsibilities associated with this mutual responsibility and has bid accordingly. All costs incurred by the Owner and/or Architect resulting from Contractors filing claims against the Owner for damages caused by another Contractor, shall be borne by that Contractor filing claim."

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 5

6.2.4 Delete the word . . . "wrongfully" . . . in this paragraph.

ARTICLE 7: CHANGES IN THE WORK

7.2.2 (Add) "Change orders shall be executed on AIA Document G701-2001. Methods used in determining adjustments to the Contract Sum shall be those listed in paragraph 7.3.3."

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.4 (Change the phrase in the first sentence) . . . "or if no such amount is set forth in the agreement, a reasonable amount." . . . to read . . . "in accordance with the schedule set forth in this paragraph 7.3.12 below."

7.3.8 (Revise the last sentence of paragraph 7.3.8 to read as follows) . . . "When both additions and deletions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any with respect to that change."

7.3.10 (Add the following at the end of this paragraph) "When either the Owner or the Contractor disagree with the determination made by the Architect concerning adjustments in the Contract Sum and Contract Time, such disagreement shall be resolved in the manner set forth in Article 15."

7.3.11 (Add) "In paragraphs 7.3.3 and 7.3.4, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following formula for changes.

.1 Cost to which overhead and profit is to be applied shall be determined in accordance with paragraph 7.3.4.

.2 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. The Architect will prepare all Change Orders for the Owner's authorization."

7.3.12 (Add) "The cost or credit to the Owner as provided in Clause 7.3.3.3 and Clause 7.3.3.5 shall be determined in the following manner:

.1 Labor - all field and shop labor at the base rate without fringe benefits. (The payroll to be based on straight time only.)

a). Foreman shall be included at actual time involved and at normal foreman rates.

b). Supervisor's time shall not be included, but shall be part of the Overhead (subparagraph .5).

.2 All established payroll taxes, assessments and fringe benefits. This may include FICA, Federal unemployment, local health and welfare, local pension fund, State unemployment, workers' compensation, public liability and property, and local apprentice fund.

.3 Materials:

a). Agreed-on value of materials taken from the Contract Work, either as used or unused materials.

b). The net cost of all materials purchased for this work.

.4 Actual rental charges for rented equipment.

.5 10% (percent) Overhead on items .1, .2, .3, and 4.

.6 5% (percent) profit on Items .1, .2, .3, .4, and .5.

.7 Work computed by Subcontractors shall be computed in the same manner as above.

.8 A maximum of 5 percent of Subcontractor's Work (applicable only where the Work performed by Subcontractors is supervised by the Contractor for all other costs and expenses including administrative overhead, profit, and supervision).

.9 Other reimbursable items (without overhead or profit).

a). Extra "out-of-pocket" insurance premiums.

b). Fees for extra permits, licenses, inspections, etc.

c). Premium payments for overtime work or special conditions with prior written consent of the Owner.

.10 The use of the Contractors and Subcontractor's small tools, lightweight equipment, gear, simple scaffolds, etc., shall be considered a part of the overhead cost."

7.3.13 (Add) "Contractors overhead and profit for Change Orders, on Work by his own forces, shall be limited to 10 percent overhead and 5 percent profit. Contractors' overhead and profit for Change Orders for

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 6

Work by Subcontractor shall be limited to 5 percent total overhead and profit. Any Subcontractor's overhead and profit for Change Orders shall be limited to 10 percent overhead and 5 percent profit."

- 7.3.14 (Add) "Where the Contractor bids with respect to an alternate which is not accepted at the time of the entry into the Owner-Contractor Agreement and the Owner subsequently desires to proceed with the Work described in the alternate, the amount of the Change Order for such alternate will not exceed the Contractor's bid on such alternate, except where the Architect determines an equitable adjustment is required."
- 7.3.15 (Add) "In order to facilitate checking of quotations for extras or credits, proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization. The Contractor shall submit same to the Architect within 14 days after receipt of proposal request."

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

- 8.2.4 (Add) "If the Architect determines that the Contractor is not cooperating or coordinating its work properly with other Contractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR WILL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH OTHER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE ARCHITECT, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES TO THE SATISFACTION OF THE ARCHITECT AND THE OWNER, AND (3) IF THE ARCHITECT INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, THE CONTRACTOR IMMEDIATELY WILL TAKE SUCH CORRECTIVE ACTION, including, but not limited to, increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such action will be taken and continued uninterrupted without waiting to initiate any dispute under the General and Supplementary General Conditions of the Contract for the Project or the resolution of any dispute initiated thereunder."
- 8.2.5 (Add) "The Contractor, i) will cooperate with the Architect by providing timely information for the scheduling of the times and sequence of the operations required for the Work to be substantially complete as required by the Contract Documents, ii) will continuously monitor the current progress schedule so as to be fully familiar with the timing, phasing, and sequence of the operations of the Work and to the other Work on the Project, and iii) will execute the Work in accordance with the requirements of the current progress schedule."

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 (Delete the text in this paragraph and replace with the following) "If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the Contractor's right to seek an extension for such delay. The only delays for which the Contractor will be entitled to an extension of the time for completion will be delays caused by the, i) Architect or the Owner, ii) physical damage to the Project over which the Contractor has no control, iii) labor disputes beyond the control of the Contractor, and iv) unusually severe weather conditions not reasonably anticipatable (temperature, rain, or other precipitation within a range of twenty percent of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions. The Contractor agrees not to make claims for compensation for delays or acceleration in the performance of the Work resulting from acts or failure to act by the Owner, the Architect, or the employees, agents, or representatives of the Owner, or the

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 7

Architect and agrees that such claim shall be fully compensated by an extension of time to complete the Work, regardless of when granted."

- 8.3.3 (Delete the text in this paragraph and replace with the following) "The Contractor's sole remedy in the event of a delay shall be an extension of time, and in such event, the Contractor shall not be entitled to any damages."
- 8.4 (Add) "COMPLETION OF WORK AND LIQUIDATED DAMAGES"
- 8.4.1 (Add) "Damages for Delays for Substantial Completion and for Project Closeout shall be in accordance with Article 8 and the following provisions: (The length of time for each is noted in the Bid Form)."
- 8.4.2 (Add) "Substantial Completion: If the Contractor shall neglect, fail, or refuse to achieve Substantial Completion as herein specified, or fail to secure an extension of time for delays from the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of the Contract, to pay the Owner the amount specified in the Table of Liquidated Damages, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter shall be in default after the time stipulated in the Bid Form for completing the work."
- 8.4.3 (Add) "Project Closeout: Inasmuch as failure to complete project closeout within the time fixed in the Certificate of Substantial Completion (45 calendar days maximum) will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not fully and finally completed according to the requirements issued in the Certificate of Substantial Completion including all listed work (punch list) attached to the Certificate and including all project closeout documents listed in the Project Manual, the Contractor shall pay to the Owner the amount specified in the Table of Liquidated Damages, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter shall be in default after the time stipulated in the Contract and Bid Form for completing project closeout."
- 8.4.4 (Add) "These project closeout liquidated damages shall be paid in addition to any other liquidated damages, penalties, excess expenses or costs payable by the Contractor to the Owner under the provisions of the General Conditions, and shall not exclude the recovery of damages by the Owner under other provisions of the Contract Documents except for Contractors delay. This provision of liquidated damages for project closeout delay shall in no manner affect the Owner's right to terminate the Contract as provided in the General Conditions or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amounts set forth in the Table of Liquidated Damages up to the point of termination."
- 8.4.5 (Add) "It is further agreed that the Owner may deduct from the balance retained by the Owner, under the provisions above, all liquidated damages stipulated herein for delay or termination, as the case may be, or such portions thereof as the said retained balance will cover."
- 8.4.6 (Add) "The said amount is fixed and agreed upon by and between the Contractor and the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted from any payment due or to become due to the Contractor."
- 8.4.7 (Add) "Table of Liquidated Damages is as follows:

Table of Liquidated Damages

<u>Total Contract Amount</u> <u>at time of</u> <u>Substantial Completion</u>	<u>Dollars per Day</u> <u>Substantial</u> <u>Completion Delay</u>	<u>Dollars per day</u> <u>Project Closeout Delay</u>
\$ 1.00 to \$ 50,000.00	\$ 200.00	\$ 1,000.00
\$ 50,000.01 to \$ 150,000.00	\$ 350.00	\$ 1,000.00
\$ 150,000.01 to \$ 500,000.00	\$ 500.00	\$ 1,000.00

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 8

\$ 500,000.01 to \$ 2,000,000.00	\$ 1,000.00	\$ 1,000.00
\$ 2,000,000.01 to \$ 5,000,000.00	\$ 2,000.00	\$ 1,000.00
\$ 5,000,000.01 to \$ 10,000,000.00	\$ 2,500.00	\$ 1,000.00
\$ 10,000,000.01 or more	\$ 5,000.00	\$ 1,000.00

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

(Add the following to the end of this paragraph) "Progress payments and retainage provisions shall be in accordance with the provisions of the Ohio Revised Code pertaining to this matter. The form of the Contractors' Applications for Payment shall be as approved by the Owner."

9.3 APPLICATIONS FOR PAYMENT

9.3.1 (Delete the text in this paragraph and replace with the following) "Applications for payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 15 days before each progress payment falls due, the Contractor shall submit to the Architect, in triplicate, an itemized Application for Payment, notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require. The form of Application for Payment shall be AIA Document G702 (1992) - Application and Certification for Payment, supported by AIA Document G703 (1992) - Continuation Sheet. No other forms of Application for Payment will be acceptable. Continuation Sheet (G703) shall be prepared the same as in the Schedule of Values submitted by the Contractor. Provided the Contractor's payment application has been submitted on a timely basis and is complete, the Owner will pay the Contractor within thirty (30) days after the Contractor's payment application is approved by the Architect. The Contractor will only be entitled to payment to the extent such approval is given. Payment and retainage shall be as described in the Owner-Contractor Agreement. Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders."

9.3.1.1 (Delete the text in this paragraph, and replace with the following) "Upon request, the Contractor shall submit with each monthly Application for Payment, 1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application, was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, materialmen, supplier, and laborer of the Contractor in the form of Partial Lien Waiver or such other form as the Architect may require."

9.3.1.2 (Delete the text in this paragraph, and replace with the following) "Upon request, the Contractor immediately will supply the Architect with such information as may be requested so as to verify the amounts due the Contractor including, but not limited to, original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, Subcontractors, and materialmen have been paid to them."

9.3.2 (Add the following to the end of this paragraph) "Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

- .1 A list of the fabricated materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
- .2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.
- .3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the facility.
- .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 9

- .5 Evidence that the Architect has visited the Contractor's place of storage and checked all items on the Contractor's certificate. Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
- .6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage.
- .7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at his own expense.
 - .a Subsequent Pay Requests shall itemize the materials and their cost which were approved on previous Pay Requests and remain in off-site storage.
- .8 Contractors application for payment shall reflect an equal percentage amount (within 2 - 3 percent) for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns.
- .9 If the Contractor disputes a determination by Architect with regard to Certificate of Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to prosecute the Work."

9.8 SUBSTANTIAL COMPLETION

9.8.1 After the words "Contract Documents", insert the following:"and when all required occupancy permits, if any, have been issued".....

9.8.3 (Add the following at the end of this paragraph) "At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 14 days. The Architect will conduct additional inspections as required to determine that the Work is ready for Substantial Completion Inspection. The Architect will invoice the Owner for 1) The cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, 2) The cost of inspection or review after the 14 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents."

9.8.4 (Add the following at the end of this paragraph) "The Architect shall stipulate the time for the Contractor to complete all items on the list accompanying the Certificate of Substantial Completion, such time shall not be greater than 45 days. The Contractor shall complete items on the list within the stipulated period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense. In addition, liquidated damages shall accrue as stipulated in Paragraphs 8.4.1 through 8.4.6."

9.8.6 (Add) "The Contractor shall guarantee all work performed under terms of this contract for a minimum period of one (1) year from the date of Substantial Completion of the work."

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.2 (Add the following at the end of this paragraph) "The Contractor shall furnish such evidence as may be necessary to show that any out-of-state Subcontractor or supplier has fully met the requirements of payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made. The following must be submitted to the Architect before approval of final payment:

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 10

- .1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706 - Contractor's Affidavit of Payment of Debt and Claims.
- .2 Release of liens as required under this Paragraph shall be in the form of AIA Document G706A - Contractor's Affidavit of Release of Liens.
- .3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707 - Consent of Surety Company to Final Payment.
- .4 Submit releases and final unconditional waivers of lien from major Subcontractor and supplier.
- .5 Submit certification stating that no materials containing asbestos were incorporated into the Work.
- .6 Submit certification that all punch list items have been completed."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 (Add the following after Paragraph 10.2.1, subparagraph .3):

- " .4 Protect excavations, trenches, buildings, and grounds from water damage of any sort. Furnish necessary equipment to provide this protection during the life of the Contract. Construct and maintain necessary temporary drainage to keep excavations free of water.
- .5 Provide protection for the Work against wind, storms, cold, or heat. At the end of each day's work, cover new work likely to be damaged. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify the Architect.
- .6 Provide shoring and bracing required for safety and for the proper execution of the Work and have same removed when the Work is completed.
- .7 Protect, maintain, and restore benchmarks, monuments, and other reference points affected by this work. If benchmarks, monuments, or other reference points are displaced or destroyed, the benchmarks, monuments, and/or reference points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work."

10.2.9 (Add) "The Contractor acknowledges that the safety of the Owner's students, employees, and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees, or guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities."

10.2.10 (Add) "The structure is designed to be self-supporting and stable after the Work is fully completed. Except as otherwise provided in 4.3.1 with respect to certain sequencing, it is solely the Contractor's responsibility to determine erection procedures and sequence, and to insure the safety of the building and its component parts during erection. This includes, but is not limited to, the addition of whatever temporary bracing, guys, or tie-downs might be necessary. Such material shall be removed and remain the Contractor's property after completion of the Work."

10.2.11 (Add) "Asbestos products of any kind are not allowed in this Project."

10.5 (Add) "PROJECT SAFETY PROGRAM"

10.5.1 (Add) "Each Contractor will develop a written safety and health plan for the Project ("Plan"), applicable to all Contractors and their Subcontractors and suppliers, regardless of tier, and will designate an individual on its staff, who will have responsibility to implement the Plan ("Project Safety Coordinator"). Such implementation will include inspections of the Project Site at least once each week during major construction activity, and notification of employers of hazardous conditions and noncompliance with the Plan. The Plan will conform to all OSHA statutory or regulatory requirements now or hereafter in effect. Each Contractor will provide a copy of the Plan to the Architect for reference."

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 After the word "companies" in Line 4, add the following Phrase. . . "Rated A++, A+, A, or A- by Best Insurance Reports and ". . .

11.1.1 (After the phrase "Contract Documents" in Line 6 add the following:)

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 11

- “.1 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
- a. Premises' Operations (including X, C, and U coverages as applicable)
 - b. Owner's and Contractor's Protective
 - c. Products and Completed Operations
 - d. Contractual - including specific provisions for the Contractor's obligations under Paragraph 3.18
 - e. Any owned, non-owned, and hired motor vehicles
 - f. Broad Form Property Damage including Completed Operations
 - g. Personal Injury Liability, coverages A, B, and C, with Fellow Employee Exclusion deleted
 - h. Stopgap liability for \$100,000.00 limit.
 - i. Umbrella Excess Liability. Minimum limit of \$2,000,000.00, except that if the initial Contract Sum is \$300,000 or less, the Contractor does not have to provide umbrella excess liability coverage.
 - j. An endorsement (G2010) including the Owner as an additional insured.
- .2 The Contractor's Commercial Liability Insurance shall be written on an occurrence basis, if reasonable available. However, if the general liability coverages are provided by a Commercial Liability policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than two years after the termination date of coverages required to be maintained after final payment, certified in accordance with paragraph 9.10.2.
- .3 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits."
- .4 "The insurance required by paragraph 11.1.1 shall be written for not less than the following, or as required by law, whichever is greater."
- “.1 Workers' Compensation:
- a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability: Statutory
- .2 COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREIN ABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:
- a. <\$2,000,000.00>.
- .3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits:
- a. Bodily injury (including death) and property damage with a combined single limit of <\$1,000,000.00>.
 - b. The Contractor shall maintain the foregoing coverage for not less than the duration of the warranty period. The foregoing policy limits may be provided in conjunction with an umbrella policy. The Contractor shall continue to provide evidence of coverage to the Owner on an annual basis during the aforementioned period."
- .5 "The Contractor shall submit to the Architect a copy of Certificate of Insurance for the Architect's review and the Owner's approval prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance. The form of certificate preferred is AIA Document G705, Certificate of Insurance of Accord Form 25 S. Certificates shall include each and every type of coverage specified. Such certificates shall name the Owner, the Architect, their respective board members, employees, agents, and consultants (and their consultants employees and agents) as additional insureds, and shall contain the following statement: It is hereby agreed that the Owner and the Architect will be notified 60 days prior to the cancellation of, expiration of, material alteration of, and/or the election not to renew any insurance policy evidenced by this certificate."
- .6 "The Contractor shall require all Subcontractors to provide Workers' Compensation, Comprehensive General Liability, and Automobile Liability Insurance with the same minimum limits specified herein."

- .7 "The Contractor shall not commence work under the Contract until he has obtained all insurance required under this heading and such insurance has been approved by the Owner; no such work shall be commenced until the Contractor has filed with the Architect 2 copies of the necessary certificates evidencing that all required insurance in the requisite amounts, placed with satisfactory carriers, has been obtained. Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration date and certificates again filed with the Architect. Failure to renew and file new certificates with the Architect shall be just cause to withhold periodic payment request until these requirements are met. All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed."
- 11.1.2.1 (Add) "All performance bonds if required shall name the Owner as Obligee and shall include the following conditions:
- .1 Each selected Bidder shall provide a bond covering the faithful performance of the Contract. Bond shall be in the amount of 100% of the Principal's bid plus accepted add alternates stated in dollars and cents. A percentage is NOT acceptable.
 - .2 For bidders who provided the Bid Guaranty and Contract Bond with their bid, their form of bond shall be the Bid Guaranty and Contract Bond as described in the Instructions to Bidders. (Bid Guaranty and Contract Bond Form is attached).
 - .3 Bidders who provided a certified check, cashier's check, or irrevocable letter of credit as bid security shall furnish and pay for a Contract Bond in accordance with Ohio Revised Code Section 153.57. The Owner shall be named as Obligee on the Contract Bond.
 - .4 Contract Bond shall be supported by credentials showing the power of attorney for the attorney-in-fact of the Surety.
 - .5 The Bid Guaranty and Contract Bond and, if used, the Contract Bond, shall be signed by an authorized agent of an acceptable surety bonding company and by the bidder. The bond shall be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. Provide certification as described in the Instructions to Bidders. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves, and soundness of investments.
 - .6 Bond(s) shall be executed on a form specifically meeting all provisions of the Ohio Revised Code Section 153.57 and others as applicable. Said conformance shall be specifically noted clearly on face of the bond.
 - .7 Furnish, along with the Bond, a Certificate of Compliance from the State of Ohio Superintendent of Insurance certifying that the surety is authorized to transact business in the State of Ohio."
- 11.2 Owner's Insurance
- 11.2.1.1 (Add) "Unless specifically stated otherwise in the Agreement or other Contract Documents, the Owner shall maintain property insurance on the Project. The Owner also shall maintain all-risk "Builder's Risk" insurance, in an amount of 100 percent of the insurable value of the entire structure, on which the Work of this Contract is to be done, against "loss or damage." Such insurance shall be on the "estimated completed value form" including items of labor and materials connected therewith, including materials in place or stored on the site of the structure insured, which are to be used as part of the permanent construction including surplus materials, shanties, protective fences, or temporary structure, miscellaneous materials and supplies, incident to the work and such scaffolding, staging, towers, forms, and equipment as are now owned or rented by the Contractor, the cost of which is included in the cost of the Work. The policy shall insure the Owners and shall also include the interest of the Contractors during course of construction until completed and accepted by the Owners. Certificates for this insurance shall name the Architect as additionally insured. The Owner will make the property insurance policy available for inspection and copying by the Contractor. This insurance is not intended to cover and will not cover machinery, tools, and equipment which will not be a permanent part of the Project. The Contractor shall bear the entire risk of loss with respect to such machinery, tools, and equipment. Any loss insured under Paragraph 11.2 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The Owner, as trustee, will have the power to adjust and settle any loss with its insurers."
- 11.2.1.2 (Add:) "The above policies in §11.2 shall carry a deductible up to a maximum of **\$5,000** and the deductible shall be paid for by the Contractor."

- 11.2.1.3 (Add) "The above policies in §11.2 shall name the following as additionally insured:
.1 Architect, its employees, its consultants, and their employees."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

(Delete the text in this paragraph and replace with the following) "Within 48 hours after written notice from the Architect, or the Owner (except such period shall be 7 days when notice is given after final payment) that the work does not conform to the Contract Documents, or immediately upon oral notice, if the non-conformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist, i) shall commence to correct such non-conformance, ii) shall thereafter use its best efforts to correct such non-conformance to the satisfaction of the Architect and the Owner, and iii) except where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the non-conformance is eliminated to the satisfaction of the Architect, and the Owner within 7 days of such notice. The Contractor shall bear all costs of correcting the non-conformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this paragraph 12.2.1 may be given at any time. It is the intent that the obligations under this paragraph 12.2.1 shall continue to apply after final completion and final payment."

- 12.2.2 AFTER SUBSTANTIAL COMPLETION Delete this paragraph and 12.2.2.1 in its entirety.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1.2 (Add) "Jurisdiction. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court, **Clermont County, Ohio**, and each party hereby expressly consents to the jurisdiction of such court."

13.4 TESTS AND INSPECTIONS

- 13.4.4 (Delete the text in this paragraph and replace with the following) "Certificates of inspection, testing, or approval, as required by Paragraphs 13.4.1 or 13.4.2, shall be secured by the Contractor using an independent agency, subject to the approval of the Architect, , and Owner. The independent agency shall complete field work, testing, and prepare the test reports, logs, and certificates promptly; and deliver the required number of copies directly to the Architect."

- 13.5 INTEREST Delete this Paragraph in its entirety. References to Paragraph 13.5 elsewhere in the Contract Documents shall also be deleted.

- 13.6 (Add) "CONSTRUCTION"

- 13.6.1 (Add) "The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement."

- 13.7 (Add) "APPROVALS"

- 13.7.1 (Add) "Except as may be expressly provided herein, the approvals and determinations of the Owner, or Architect will be subject to the sole discretion of the respective person and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor will have the burden of proving that it was not made in good faith by a preponderance of the evidence."

- 13.8 (Add) "PARTIAL INVALIDITY"

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 14

- 13.8.1 (Add) "If any term or provision of this Agreement is found to be illegal, unenforceable or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision."
- 13.9 (Add) "PROPERTY TAX AFFIDAVIT"
- 13.9.1 (Add) "The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein."
- 13.10 (Add) "ENTIRE AGREEMENT"
- 13.10.1 (Add) "This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings."
- 13.1 (Add) "SCHOOL DISTRICT RESOLUTION"
- 13.11.1 (Add) "No alcohol, drugs, firearms or smoking is permitted on property owned by the School District. Compliance with all Owner policies covering these items is mandatory."

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

(Delete the entire contents of this Article (14.1 through 14.4) and replace with the following:

- 14.1 (Add) "DEFAULT OF THE CONTRACTOR"
- 14.1.1 (Add) "Events of Default; each of the following constitutes an event of default of the Contractor:
- .1 The failure of the Contractor, i) to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner, or the Architect or such lesser time as is provided in the Contract Documents, or ii) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, iii) except where an extension of time is granted in writing by the Owner, to correct such failure within 30 days after written notice thereof.
 - .2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor."
- 14.1.2 (Add) "Owner's Remedies; upon the occurrence of an event of default the Owner will have the following remedies, which will be cumulative:
- .1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;
 - .2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Price;
 - .3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of it, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive further payment until the Work is completed;
 - .4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents."
- 14.1.3 (Add) "Payments Due Contractor: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation of the Architect's additional services and costs, expenses, or damages incurred by the Owner as a result of the event of default, including attorney's fees and the administrative expense of the Owner's staff, such excess will be paid by the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Architect, and such certification will be the final

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 15

determination of the amount owed, except for sums coming due thereafter. The obligations under this paragraph will survive the termination of this Agreement."

14.2 (Add) "DEFAULT OF THE OWNER"

14.2.1 (Add) "Events of Default; except of the failure to pay the Contractor which will be subject to the terms of the General Conditions and Supplementary General Conditions of the Contract, the following constitutes the exclusive event of default of the Owner:

- .1 The failure of the Owner to perform its obligations under the Contract Documents
and to correct such failure within 90 days after written notice thereof from the Contractor."

14.2.2 (Add) "Contractor's Remedies; upon the occurrence of an event of default by the Owner, unless the Owner admits in writing that it is in default, except as expressly provided in the General Conditions or the Supplementary Conditions of the Contract, the Contractor's sole and exclusive remedy will be to submit the dispute to the Architect for its decision under Article 4.4 of the General and Supplementary Conditions of the Contract for the Project, and then provided the Contractor is entitled to do so under the terms of the Contract Documents to litigate the dispute. If the Owner admits in writing that it is in default, then the Contractor will be entitled to remedies which it would otherwise have at law or in equity."

14.3 (Add) "TERMINATION FOR THE CONVENIENCE OF THE OWNER"

14.3.1 (Add) "The Owner may, in its discretion and without cause, by written notice to the Contractor terminate the Contract for the Owner's convenience."

14.3.2 (Add) "Upon receipt of a written notice from the Owner terminating the Contract without cause and for the Owner's convenience, the Contractor will i) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, ii) take reasonable and necessary action to protect and preserve the Work, and iii) unless otherwise directed by the Owner, terminate agreements with Subcontractors and suppliers."

14.3.3 (Add) "If the Contract is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in Paragraph 14.1 of these Supplementary Conditions, the Owner will pay the Contractor, i) for Work performed under the Contract up to the date the notice of termination is received by the Contractor at the rates for Work performed under the Contract, including overhead and profit up to the date of termination, ii) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders under paragraph 7.3.3, iii) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders under paragraph 7.3.3, iv) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and other costs incurred by the Contractor directly as a result of the termination of the Contract."

14.3.4 (Add) "If the Contract is terminated without cause and for the Owner's convenience and there exists an event of the Contractor's default, as defined in Paragraph 14.2 of these Supplementary Conditions, the Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under Paragraph 14.2."

14.3.5 (Add) "The termination of the Contract shall be with or without prejudice to rights or remedies which exist at the time of termination."

ARTICLE 15: CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR ADDITIONAL TIME

15.1.6.1 (Delete the text in this paragraph and replace with the following) "If claims for additional time are submitted by the Contractor and are substantiated as per contract requirements, a change order extending contract time only will be issued by the Architect. However, under no circumstances will the Contractor be entitled to any damages or additional compensation related to or for contract time extensions or delays."

15.1.6.2 (Delete the text in this paragraph and replace with the following) "Claims for additional time based on

SUPPLEMENTARY GENERAL CONDITIONS

00 73 01- 16

adverse weather conditions will be considered only if the Contractor provides evidence that monthly precipitation and temperature averages vary significantly from those of the norm. The norm shall be defined as those monthly precipitation and temperature averages indicated by the National Oceanic and Atmospheric Administration averaged over the past 30 years, at the location closest to the site. Weather conditions will be considered for all months affecting the critical path, and determined once the critical path is no longer affected by weather conditions. Both, months with conditions better than the norm, and those with adverse conditions will be considered in summation of the delay. Notifications of delay to be in accord with related articles of General Conditions."

15.2 INITIAL DECISION

In paragraphs 15.2.1 through 15.2.8, replace the words "Initial Decision Maker" each and every time with the words "Architect".

15.2.5 In the last sentence, delete the phrase "mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution." with the word "litigation".

15.2.6 Delete this paragraph in its entirety.

15.2.6.1 Delete this paragraph in its entirety.

15.3 MEDIATION

Delete Paragraph 15.3 in its entirety. Mediation is not applicable to this Project.

15.4 ARBITRATION

Delete Paragraph 15.4 in its entirety. Arbitration is not applicable to this Project.

(Add) "ARTICLE 16: EQUAL OPPORTUNITY"

16.1 (Add) "POLICIES OF EMPLOYMENT"

16.1.1 (Add) "The Contractor shall not, and it will ensure that its Subcontractors, regardless of tier, shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, 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 setting forth the policies of non-discrimination."

16.1.2 (Add) "The Contractor shall not, and it will ensure that its Subcontractors, regardless of tier, shall, in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

END OF SECTION 00 73 01

DOCUMENT 00 73 03 - DRUG-FREE WORKPLACE CERTIFICATION

(1) Contractor is required to be enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP throughout the entire Project, in accordance with Ohio Revised Code Section 153.03-153.031, including the placement of its employees in a pool with a random drug testing rate of at least 5%.

(2) Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in Section 153.03 of the Ohio Revised Code, including the placement of its employees in a pool with a random drug testing rate of at least 5%, prior to a subcontractor providing labor at the project site of the public improvement.

(3) Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in Section 153.03 of the Ohio Revised Code, including the placement of its employees in a pool with a random drug testing rate of at least 5%, prior to a lower-tier subcontractor providing labor at the project site of the public improvement.

(4) Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in Section 153.03 of the Ohio Revised Code, including the placement of its employees in a pool with a random drug testing rate of at least 5%, prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach."

(5) Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in Section 153.03 of the Ohio Revised Code, including the placement of its employees in a pool with a random drug testing rate of at least 5%, prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.

Complete and submit certification form on next page:

DRUG FREE WORKPLACE PROGRAM CERTIFICATION

Project Name and Location: _____

Contractor Name: _____

The above referenced Contractor hereby certifies that it is enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP in accordance with the requirements of Ohio Revised Code Section 153.03-153.031, including the placement of its employees in a pool with a random drug testing rate of at least 5%.

Contractor Signature

Date

Name/Title (Print or Type)

END OF DOCUMENT 00 73 03

DOCUMENT 00 73 04 - WAIVER OF ESCROW AGREEMENT

The undersigned Contractor has entered into a contract with the **Board of Education of the Williamsburg Local School District** (the "School District") for certain improvements as described below. In connection therewith, the Contractor and the School District acknowledge that the School District is obligated by Sections 153.12 and 153.14 of the Revised Code to retain a certain percentage of funds that would otherwise be paid to the Contractor until the work is completed. However, the Contractor hereby waives any and all rights that it may have relating to the establishment of a separate escrow account for the deposit of the retained funds. The Contractor also waives any and all claims it may have to interest on that separate escrow account under Section 153.63(D) of the Revised Code or other provisions of law, and agrees to accept from the District in lieu thereof the net income and earnings on the investment of the retained funds by the School District. In consideration of the waivers herein contained, the School District agrees to keep a separate accounting of the net income and earnings on the investment of the retained funds and pay such income and earnings to the Contractor when the retained funds are ultimately paid to the Contractor.

Printed Name of Contractor

Bid Package

Signature and Title of Authorized Officer

Contract Date

Dated: _____, 20____

BOARD OF EDUCATION OF THE WILLIAMSBURG LOCAL SCHOOL DISTRICT

By: _____
Treasurer, Board of Education

Dated: _____, 20____

END OF DOCUMENT 00 73 04

DOCUMENT 00 73 42 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014 to local districts (LEAs) and charters including State-administered programs. All recipients of federal grant dollars must comply with these rules. All provisions provided below are hereby incorporated by reference into the Owner-Contractor Agreement ("Agreement") and by entering into this Agreement, Contractor certifies the following:

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, Owner reserves the right to terminate any agreement resulting from this procurement process pursuant to Article 14 of Section 00 73 01 - Supplementary General Conditions.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the Agreement.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Rule (D) above, Contractor will follow all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (I) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Record Retention Requirements

Contractor certifies that during the term of the Agreement, Contractor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that all records will be retained as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Energy Policy and Conservation Act Compliance

To the extent applicable, Contractor certifies that during the term of the Agreement, Contractor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Buy American Provisions Compliance

To the extent Contractor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Recovered Materials (2 C.F.R. § 200.322)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 C.F.R. § 200.336)

Contractor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Complying with Federal, State, and Local Laws

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Contractor's Agreement.

END OF DOCUMENT 00 73 42

DOCUMENT 00 73 43 – DAVIS-BACON CONTRACT PROVISIONS

In accordance with 29 CFR Part 5, the following Definitions and Contract Provisions are applicable to the Agreement and are hereby incorporated into the Contract Documents. In the event of a conflict between these Definitions and Contract Provisions and any other provision of the Agreement, the stricter requirement applies.

Definitions

The definitions set forth in 29 C.F.R. § 5.2 apply to the Contract Provisions contained herein. Such definitions are to be read in addition to, and not in exclusion of, any definitions set forth in the Agreement, General Conditions, or other Contract Documents.

Contract Provisions

(a) The following clauses are hereby incorporated into the Agreement:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of

the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The Federal Agency or Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dot.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Agency if the agency is a party to the contract,

but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 C.F.R. Part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 C.F.R. Part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.
- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of

fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. If the Contract Sum is in an amount in excess of \$100,000, and the Work is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, the following provisions shall apply. Additionally, the Construction Manager shall include these provisions in full in all Subcontracts in excess of \$100,000 which are subject to the overtime provisions of the Contract Work Hours and

Safety Standards Act. The provisions in these clauses are in addition to the clauses provided above in subsection (a). As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The Federal Agency or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Construction Manager and its Subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Construction Manager and its Subcontractors for inspection, copying, or transcription by authorized representatives of the Federal Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- (d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (e) Debarment and Suspension (Executive Orders 12549 and 12689)—Contractor warrants that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractor and any subcontractors certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

END OF DOCUMENT 00 73 43

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Completion times and milestone dates.
 - 4. Contractor's use of site and premises.
 - 5. Coordination with occupants.
 - 6. Work restrictions.
 - 7. Contractor background check.
 - 8. Specification and Drawing conventions.
- B. Related Requirements:
 - 1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

- A. Project Identification: Williamsburg Media Center Renovation.
 - 1. Project Location:
 - 1) Williamsburg High School, 500 South 5th Street , Williamsburg, OH 45176
- B. Owner: **Williamsburg Local School District Board of Education**
Owner Location: **549 A West Main Street, Williamsburg, OH 45176.**
 - 1. Telephone: (513) 724-2211
 - 2. Website: <https://www.burgschools.org>
- C. Architect: SHP.
 - 1. Architect's Location: 312 Plum Street, Suite 700, Cincinnati, Ohio 45202.
 - 2. Architect's Construction Representative: Charlie Jahnigen.
 - 3. Telephone: 513-381-2112.
 - 4. Website: www.shp.com

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Work consisting of new finishes (flooring, paint, walls), and MEP scope at Williamsburg High School existing Media Center.
- B. Type of Contract.
 - 1. Project will be constructed under a single prime contract.

1.4 COMPLETION TIMES AND MILESTONE DATES

- A. The following dates have been established for the Project. Contractors shall meet all dates, except for adjustments and extensions of time granted by the Owner under the provisions of the Contract Conditions. All Contractor dates are predicated on Notice to Proceed being issued by the Owner on or before June 14, 2023; if Notice to Proceed is issued later than this date, all subsequent dates shall be adjusted by negotiation with all contracts.

Start of Work at Project Site	June 15, 2023
Substantial Completion.....	August 24, 2023
Final Completion.....	September 29, 2023

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: 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. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. 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 for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be generally performed during normal daylight working hours Monday through Friday. Saturday work is permitted if Contractor determines this necessary to attain the indicated schedule and shall be considered part of the Work without claim for extra compensation. Sunday and Holiday work may be permitted with advance request and approval.
- 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 Owner not less than two days in advance of proposed 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 Owner not less than two days in advance of proposed disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property 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.

1.8 CONTRACTOR BACKGROUND CHECK

- A. All contractors working on-site will be subjected to background checks.
1. Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification criminal background check of the employees of the Contractor or of any subcontractor or sub-subcontractor that will perform Work or services or otherwise be present at the Project site. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at the Contractor's sole cost and expense. No person shall be employed by the Contractor, subcontractor or sub-subcontractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or the laws of any of the other states. The Contractor shall remove (and shall cause its subcontractors and sub-subcontractors to remove) any person from the Project site found (during the criminal background check or otherwise) to have violated any of the offenses listed in Section 3319.39 of the Ohio Revised Code or equivalent provisions thereof under the laws of any of the other states. The foregoing shall not (i) be cause for any claim against the Owner for any reason, including without limitation, interference or delay, and (ii) excuse the Contractor, subcontractor and/or sub-subcontractor from meeting the construction schedule. Without limiting any other remedy the Owner may have for failure of the Contractor to comply with these provisions, the Owner may suspend the processing of Applications for Payment until the Contractor complies. (If requested, the Owner may require a Federal Bureau of Investigation criminal background check of the employees of the Contractor or of any subcontractor or sub-subcontractor. If the Owner requests such additional investigations, the Owner will do so at their own expense).
 2. Contractors shall use: SELECTION.COM • 1-800-325-3609 to perform these services. An identification badge will be issued to all approved workers. **This badge will be required to be worn at all times when school is in session.**
 3. The Owner will allow the use of existing, completed background checks from companies who already have them for their employees. These existing background checks must have been issued no later than 9 months prior to bid opening. Existing background checks must have been issued by a certified company. The Owner has the final determination if these existing background checks will be allowed to be used. The Contractor is responsible for any rejections. New badges for this Project will still need to be obtained from SELECTION.COM.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00 – ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Contingency allowances.
- C. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.2 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. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- 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 SCHEDULE OF ALLOWANCES

- A. See the Bid Form for Allowances to be included in Contractor's Base Bid.

END OF SECTION 01 21 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Administrative and procedural requirements for **Substitution requests**.
 - 2. Administrative and procedural requirements for **Comparable Product requests**.
- B. Request Form
 - 1. Form that must be used for initiating a Substitution request or a Comparable Product request is included at the end of this Section; the use of any other form or format or process for considering a product change will be rejected without review.
 - a. **READ AND FOLLOW THE INSTRUCTIONS FOR USE OF THIS FORM!**
- C. Related Requirements:
 - 1. Section 01 60 00 "Product Requirements" for requirements applicable to products to be selected for use on the Project including those listed in individual specification Sections and those proposed by the Contractor as comparable products.

1.2 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. Changes proposed by Contractor that offer Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume.
 - 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.
- B. **Comparable Product:** Product that is demonstrated and approved, through the substitution process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of a specified product.
- C. Request for Substitution and Comparable Product Request: Written request from the Contractor to the Architect seeking the use of a product, material, equipment, or method of construction that differs from the one indicated in the Construction Documents.

1.3 ACTION SUBMITTALS

- A. Substitution for Cause, Substitutions for Convenience, and Comparable Product Requests.
 - 1. Submit fully executed request form and all substantiation documentation of each request for consideration. Do not combine multiple requests on one form.
- B. Request Form: Use copy of the form provided in Part 4 of this Section only; no other form will be accepted.
- C. Documentation: Type and format required to completely prove equality to specified products, materials and systems. Reference to the proposed product manufacturer's website or catalog will not be considered responsive to this requirement.
- D. Submission of a Substitution for Convenience Request or a Comparable Product Request does not mandate its review or approval. Architect has no obligation to justify or explain acceptance or rejection of any product change request; Contractor shall not protest Architect's decision relative to this project but may discuss the proposed product with the Architect for consideration on future projects.

1.4 QUALITY ASSURANCE

- A. Failure to Procure: The failure of the Contractor to procure a product or material on schedule will not be considered adequate reason for submitting a substitution request or a comparable product request unless the time required for procuring such product or material by reasonable means exceeds the time available at the Contractor's earliest opportunity to order.
 - 1. Contractor's failure to make submittals in a timely manner to attain a favorable review shall not be considered justification to extend Contractor's 'earliest opportunity'.
- B. Compatibility of Substitutions and Comparable Products: Investigate and document compatibility of proposed substitution and comparable product with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
- C. Product Change after Award of Contracts: Regardless of Architect's review and acceptance, all changes and associated cost or schedule effects required to associated materials caused by a product change after Award of Contract are the responsibility of the contractor initiating the product change. Submitter of product change request after Award of Contracts is responsible for notifying all associated work contractors of the change and for negotiating with them all differences and costs in their work.

1.5 PROCEDURES

- A. Coordination: Revise or adjust all affected Work as necessary to integrate work of the approved substitutions and comparable products.

1.6 SUBSTITUTIONS FOR CAUSE REQUESTS

- A. Substitutions for Cause:
 - 1. Will be considered after Award of Contract but no later than 30 days prior to the time required for preparation and review of related submittals.
 - 2. Will be considered only if submitted by a Prime Contractor.
 - 3. Will be considered only when accompanied by the fully executed form required (see Part 4 of this Section) and with all substantiating documentation provided by the Contractor.
 - a. Reference to the proposed product manufacturer's website or catalog will not be considered responsive to this requirement.
- B. Conditions: Architect will consider Contractor's request for substitution for cause when a preponderance of the following conditions are satisfied. If applicable conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements.
 - 1. 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.
 - 2. Equal product available for lesser cost, in which case the savings to Owner shall be indicated.
 - 3. Specified product not available due to discontinuance or other circumstance beyond the Contractor's control.
 - 4. Specified product not recommended or warranted by manufacturer for intended application.
 - 5. Specified product not approved for use by federal, state, or local authorities having jurisdiction; provide documentation or written statement of the authority.
 - 6. None of the products specified meet performance or warranty requirements specified.
 - 7. Requested substitution does not require extensive revisions to the Contract Documents.
 - 8. Requested substitution is consistent with the design intent and the Contract Documents and will produce indicated results.
 - 9. Requested substitution will not adversely affect Project Construction Schedule.
 - 10. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 11. Requested substitution is compatible with other portions of the Work.
 - 12. Requested substitution provides specified performance and warranty.
 - 13. 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.

- C. Documentation: In addition to information requirements stated in the form included in Part 4, provide greater detail about the following:
1. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 2. Coordination information, including a list of changes or revisions needed to other parts of the Work including that of separate Prime Contractors that will be necessary to accommodate proposed substitution.
 - a. Failure to document changes that will be required to other work will result in the cost of such changes being back-charged to the contractor submitting the request.
 3. Detailed side-by-side comparison listing significant qualities of proposed substitution and those of the Work specified as indicated in the Form in Part 4. Provide a separate sheet if the form does not provide enough spaces. 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.
 - a. Attach product data and, if applicable, drawings and descriptions of products and fabrication and installation procedures of the proposed substitution and the same information of at least one of those named in the specifications, for comparison and substantiation of the data listed in the form.
 4. Samples, where applicable or requested.
 5. Certificates and qualification data, where applicable or requested.
 6. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 7. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 8. Research reports evidencing compliance with building code in effect for Project.
 9. Detailed comparison of Project 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.
 10. Cost information, including a proposal of change, if any, in the Contract Sum.
 11. 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.
 12. 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.
- D. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 15 days of receipt of a request for substitution for cause. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
1. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
- E. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
1. Regardless of any conflicting statement elsewhere in the Project Manual, Architect shall not be obligated to justify either a favorable or an unfavorable review decision.

1.7 SUBSTITUTION FOR CONVENIENCE REQUESTS

- A. Substitutions for Convenience (see separate paragraph for comparable product requests):
1. Will be considered only prior to Bidding.
 2. Will be considered only if submitted by a Prime Contract Bidder.
 3. Will be considered only when received in time for a thorough review by the Architect before deadline for issuance of an addendum is reached.
 4. Will be considered only when accompanied by the form required (see Part 4 of this Section) and with all substantiating documentation provided by the Contractor.
 - a. Reference to the proposed product manufacturer's website or catalog will not be considered responsive to this requirement.

- B. Conditions: Architect may consider Contractor's request for substitution for convenience when one or more of the following conditions are satisfied. If applicable conditions are not satisfied, Architect will take no action or may return requests without action except to record noncompliance with requirements.
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume.
 - a. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the design intent and the Contract Documents and will produce indicated results.
 4. Requested substitution will not adversely affect the Project Construction Schedule.
 5. Requested substitution has received necessary approvals of authorities having jurisdiction.
 6. Requested substitution is compatible with other portions of the Work.
 7. Requested substitution has been coordinated with other portions of the Work.
- C. Documentation: In addition to information requirements stated in the form included in Part 4, provide the following:
1. Statement indicating why specified product or fabrication or installation is being proposed.
 2. Coordination information, including a list of changes or revisions needed to other parts of the Work including that of separate Prime Contractors that will be necessary to accommodate proposed substitution.
 - a. Failure to document changes that will be required to other work will result in the cost of such changes being back-charged to the Contractor submitting the request.
 3. Detailed side-by-side comparison listing significant qualities of proposed substitution and those of the Work specified as indicated in the Form in Part 4. Provide a separate sheet if the form does not provide enough spaces. 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.
 - a. Attach product data and, if applicable, drawings and descriptions of products and fabrication and installation procedures of the proposed substitution and the same information of at least one of those named in the specifications, for comparison and substantiation of the data listed in the form.
 4. 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.
 5. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of substitution to produce indicated results.
- D. Architect's Action:
1. If necessary, Architect will request additional information or documentation for evaluation.
 2. Form of Acceptance: Inclusion of the requested product, material, or method in an addendum issued to all bidders prior to Bidding.
 3. Regardless of any conflicting statement elsewhere in the Project Manual, Architect shall not be obligated to justify either a favorable or an unfavorable review decision.
- E. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.8 COMPARABLE PRODUCT REQUESTS

- A. Comparable Product Requests:
1. Will be considered only prior to Bidding.
 2. Will be considered only when received in time for a thorough review by the Architect before deadline for issuance of an addendum is reached;
 3. **Will be considered only when accompanied by the fully executed form required** (see Part 4 of this Section) and with all substantiating documentation provided by the Contractor.
 - a. Reference to the proposed product manufacturers website or catalog will not be considered responsive to this requirement.

4. Submit a separate request package for consideration of each individual comparable product desired.
- B. Conditions: Architect may consider Contractor's request for comparable product when one or more of the following conditions is satisfied. If applicable conditions are not satisfied, Architect will take no action or may return requests without action except to record noncompliance with requirements.
 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, including the work of others, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 2. Documentation that comparable product will not adversely affect any sustainable design credit being sought for the Project.
 3. Evidence that proposed product provides specified warranties.
- C. Architect's Action:
 1. If necessary, Architect will request additional information or documentation for evaluation.
 2. Form of Acceptance: Inclusion of the requested product, material, or method in an addendum issued to all bidders prior to Bidding.
 3. Regardless of any conflicting statement elsewhere in the Project Manual, Architect shall not be obligated to justify either a favorable or an unfavorable review decision.
- D. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS

- A. Form begins on the next page. Use separate additional pages if necessary to list all performance criteria.
- B. Use a separate form for each individual Product for which consideration of a change is being requested. Any written justifications, reasons, explanations, or statements relative to the request shall be provided on the Contractor's letterhead, dated and signed.
- C. DIRECTIONS for use of Form:
 1. Contractor must submit a side-by side comparison of all pertinent specification criteria listing the performance criteria of one of the specified products along side of the same criteria of the product the Contractor would like to use instead. Use the form.
 - a. In the first column, re-state the performance requirements given in the specification. List all performance, strength, size, thickness, material, warranty requirements, sustainable design contribution, selection options, and so forth specified; not just one or two.
 - b. In the second column, select one of the products named in the specification section and list the corresponding performance values of that product.
 - c. In the third column. list the corresponding performance values of the product being submitted for consideration.
 2. Architect will review Requests for Substitution for Cause, Requests for Substitution for Convenience, and for use of Comparable Products only when submitted using this form and with all supporting documentation included.
 3. Regardless of any conflicting statement elsewhere in the Project Manual, Architect shall not be obligated to justify either a favorable or an unfavorable review decision.

continued

SUBSTITUTION REQUEST FORM

Project: _____

SHP Project Number: _____ date _____

NOTE:

This form is to be used for Substitutions and Comparable Product Requests during bidding. Substitution-for-Cause Requests after bidding will be considered only for extreme justification and substantial benefit to the Owner as described elsewhere in the Documents, and with compensation to the Architect for evaluation time.

We hereby request the following be considered as an acceptable product / material / manufacturer for the above referenced project.

Section and Paragraph No.	Specified Manufacturer and Product	Proposed Substitution
------------------------------	------------------------------------	-----------------------

DIRECTIONS: List all specified performance criteria of one of the products named in the specification and then the corresponding criteria of the proposed substitution product. Include performance criteria, referenced standards, codes, color / texture selection availabilities, sustainable design criteria, and warranty data. Provide a separate form for each product to be considered.

Criteria Description	Specified Product Provides / Meets	Proposed Product Provides / Meets
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____
7 _____	_____	_____
8 _____	_____	_____
9 _____	_____	_____
10 _____	_____	_____
11 _____	_____	_____
12 _____	_____	_____

It is understood and expressly agreed that the submitter has investigated the potential effects of the use of the comparable product / substitution and accepts full responsibility for all consequential affects including but not necessarily limited to the following relative to the use of the proposed item:

Effects on other construction including other Contracts; Effects on the Project Construction Schedule; Fitness for the use intended; Equivalency to that specified; Acceptability by authorities having jurisdiction; Safety when used as indicated.

In submitting this form, Contractor understands and agrees that the Architect has no obligation to justify or explain acceptance or rejection of a substitution or comparable product request.

For Requests considered after Award of Contract, the Contractor's responsibility includes but is not necessarily limited to: Cost of adjustments to other Work including modifications to work in place; compensation for construction delays, compensation for evaluations by the Architect, consultants and other contractors. *(Complete entire Substitution Request Form)*

Justification: *For Request **after bidding** list at least three significant reasons and Owner benefits for why the proposed substitution should be considered; Architect may request additional justifications:*

1

2

3

Include with this form all additional product literature and information necessary for the Architect to verify data stated in this form and to properly compare the requested product with the specified product. The Architect will not be responsible for delays caused by lack of information. Architect makes no assurances that proposed comparable product will be evaluated in time to be included in the Project by Addendum; Bid Date will not be extended for comparable product / substitution request consideration.

Submitted by:

Company

Address 1

Address 2

Phone

Fax

E-mail

Name and Signature

SHP ACTION:

☐ Approved ☐ Rejected

By: _____ Date: _____

Note:

Regardless of action indicated, return or non-return of this form to the submitter has no legal bearing on acceptance or rejection of a proposed product, manufacturer, or method. Proposed changes are officially accepted for use in the Project only when included in the Contract during bidding by Addendum or (after award) in the Contract by Change Order.

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710-2017, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use forms acceptable to Architect.

1.4 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

- A. Comply with requirements of Division 00 Section "General Conditions" article 7 as amended by Supplementary General Conditions.
- B. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 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.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
 - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Name of Architect.
 - d. Architect's project number.
 - e. Contractor's name and address.
 - f. Date of submittal.
 - 2. Arrange schedule of values consistent with format of AIA Document G703.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 4. 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. Include evidence of insurance or bonded warehousing if required.
 - 5. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 - 7. In addition to the Contractor's construction activities, the Contract Cost Breakdown must include the following line items with the associated percentage of the contract value allocated to that activity.
 - a. Progress Meeting Attendance - 0.5% of the Contract.
 - b. Record Drawing Updates.
 - c. Allowances.

- d. Temporary Facilities.
- e. Correction of punchlist items - 0.5% of the Contract.
- f. Specified Training – 1% of the Contract.
- g. Bonds: Insurance, permits and tests.
- h. Mobilization.
- i. Demobilization.
- j. Submittals in the amount of 2% of the Contract; however, not less than \$1,000.00 nor more than \$10,000.00.
- k. Daily clean up.
- l. Final Cleaning.
- m. Closeout costs in an amount equal to 1% of the Contract amount; however, not less than \$500.00 or more than \$10,000.00.
- 8. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 9. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.4 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.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit one signed and notarized original copy of each Application for Payment to Architect by e-mail by agreed upon monthly submittal date. Include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from 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. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Executed contract.
 2. List of subcontractors.
 3. Schedule of values.
 4. Contractor's construction schedule (preliminary if not final).
 5. Products list (preliminary if not final).
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 6. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 7. AIA Document G707-1994, "Consent of Surety to Final Payment."
 8. Evidence that claims have been settled.
 9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 10. Final liquidated damages settlement statement.
 11. Proof that taxes, fees, and similar obligations are paid.
 12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
 - 3. Project meetings.
- B. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

- A. RFI: Request for Information. Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

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

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Plenum Space: Indicate subframing for support of ceiling, raised access floor, and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms, showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
 7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.

- b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
 8. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
 9. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
 - C. Coordination Drawing Process: Prepare coordination drawings in the following manner:
 1. Schedule submittal and review of Fire Sprinkler, Plumbing, HVAC, and Electrical Shop Drawings to make required changes prior to preparation of coordination drawings.
 2. Commence routing of coordination drawing files with HVAC Installer, who will provide drawing plan files denoting approved ductwork. HVAC Installer will locate ductwork and piping on a single layer, using orange color. Forward drawings to Plumbing Installer.
 3. Plumbing Installer will locate plumbing and equipment on a single layer, using blue color.
 4. Fire Sprinkler Installer will locate piping and equipment, using red color. Fire Sprinkler Installer shall forward drawing files to Electrical Installer.
 5. Electrical Installer will indicate service and feeder conduit runs and equipment in green color. Electrical Installer shall forward drawing files to Communications and Electronic Safety and Security Installer.
 6. Communications and Electronic Safety and Security Installer will indicate cable trays and cabling runs and equipment in purple color. Communications and Electronic Safety and Security Installer shall forward completed drawing files to Contractor.
 7. Contractor shall perform the final coordination review. As each coordination drawing is completed, Contractor will meet with Architect to review and resolve conflicts on the coordination drawings.
 - D. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
 1. File Submittal Format: Submit or post coordination drawing files using PDF format.
- 1.6 REQUESTS FOR INTERPRETATION (RFIs)
 - A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 - B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Owner name
 3. Name of Architect.
 4. Architect's Project number.
 5. Date.
 6. Name of Contractor.
 7. RFI number, numbered sequentially.
 8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
 - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow three working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number, including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

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

- b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - m. Preparation of Record Documents.
 - n. Use of the premises and existing building.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Daily construction reports.
 - 3. Existing condition reports.
 - 4. Unusual event reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Daily Construction Reports: Submit at weekly intervals.
 - 1. Existing Condition Reports: Submit at time of discovery of differing conditions.
- D. Unusual Event Reports: Submit at time of unusual event.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Indicate start and completion dates for the following as applicable:
 - a. Securing of approvals and permits required for performance of the Work.
 - b. Submittal review time.
 - c. Regulatory agency approvals.

- d. Punch list.
 - 3. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion
- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
- 1. See Section 01 29 00 "Payment Procedures" for cost reporting and payment procedures.
- F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
- 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. As the Work progresses, indicate Final Completion percentage for each activity.
- G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Distribution: Distribute copies of approved schedule to Architect, Owner, and other parties identified by Contractor with a need-to-know schedule responsibility.
- 1.6 GANTT-CHART SCHEDULE REQUIREMENTS
- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 15 days of date established for the Notice to Proceed.
 - B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require two months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
- 1.7 REPORTS
- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. Approximate count of personnel at Project site.
 - 2. Material deliveries.
 - 3. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 4. Testing and inspection.
 - 5. Accidents.
 - 6. Unusual events.
 - 7. Orders and requests of authorities having jurisdiction.
 - 8. Equipment or system tests and startups.
 - B. Existing Condition Reports: Immediately on discovery of a difference between existing conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
 - C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events,

persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00

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.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name of Architect.
 - c. Name of Contractor.
 - d. Date photograph was taken.
 - e. Description of location, vantage point, and direction.
 - f. Unique sequential identifier keyed to accompanying key plan.

1.3 RIGHTS

- A. Ownership and copyright privileges of photographic images belong to the Owner and the Architect. Under penalty of Law, the Contractor shall not provide or transmit in any manner construction photographs to any entities except the Owner and the Architect without written authorization from the Architect.

1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.
- D. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
 - 1. Take photographs to show existing conditions adjacent to property before starting the Work.
 - 2. Take photographs of existing buildings on property to accurately record physical conditions at start of construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements for submittals.
 - 2. Web-based file sharing system. Use of digital data files.
- B. Related Requirements:
 - 1. Section 01 31 00 "Project Management and Coordination" for submitting coordination drawings.
 - 2. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports.
 - 3. Section 01 77 00 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 4. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 5. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. BIM: Building Information Modeling.
- D. ShareFile: Web-based file sharing site, owned by Citrix Systems, which will be utilized to organize and exchange submittals. Access to ShareFile is available through Architect at no cost.

1.3 SUBMITTAL SCHEDULE <

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

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently.
 - 3. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. Processing time starts when related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
 - 1. Time for review shall commence on Architect's receipt of submittal whether physically delivered to Architect's office or electronically delivered to ShareFile.

2. Review time concludes upon Architect's date of return-transmittal form whether physically delivered to Contractor or electronically delivered to ShareFile.
 3. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 4. Required processing times are as follows regardless of any conflicting statement made elsewhere:
 - a. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 1) Color selections: For submittals that require a color or texture selection by the Architect, submit physical samples in advance of electronic submission.
 - b. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - c. Resubmittal Review: Allow 14 days for review of each resubmittal.
 - d. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- C. Resubmittals: Make resubmittals in same form as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. **Repetitious resubmittals** not complying with previous submittal annotations will result in back-charges against the Contractor for excessive Architect / Consultant review time.
 - a. This applies whenever a resubmittal must be revised and resubmitted due to non-compliance with a previous annotation. If there is any question about an annotation that the submitter feels cannot be followed, the submitter must initiate discussion with the Architect, not simply ignore the annotation.
 - b. Back-charges assessed for these reasons must be paid directly to the reviewing entity in advance of the Contractor's next partial Application for Payment or payment request will not be processed.
- D. Processing Electronic Submittals:
1. Assemble all documents of a submittal, including transmittal, into a single PDF. Do not combine multiple submittals into the same PDF. Before creating PDF, ensure the following:
 - a. Documentation is complete and in compliance with the Contract Documents.
 - b. Product selections and options intended to be provided are *clearly* selected and identified in the submittal.
 - 1) Failure to identify selections may result in rejection of the submittal without further review.
 - c. Where Architect selections are needed, ensure the available selections are clearly identified in the submittal; where color or texture selections by the Architect are needed, Contractor is required to submit actual physical samples; no color will be selected from electronic submissions.
 - d. Contractor has stamped, signed, and dated their confirmation that the submittal is correct, complete, and in compliance with Contract Documents.
 2. Ensure PDF is legible in both electronic (screen) version AND printed version.
 - a. In general, create PDF from an original electronic file rather than from a scanning process.
 - b. Illegible PDFs will be returned to Contractor without review.
 - c. No change in Contract Time will be authorized for Contractor's failure to provide actionable PDF submittals.
 3. Upload PDF to designated folder on ShareFile website and email Architect accordingly. Architect will email Contractor when submittal review is complete and ready for Contractor's download. Architect will provide ShareFile access instructions and detailed submittal routing procedures at pre-construction meeting.
 4. Retrieve completed submittals from the ShareFile website, maintain its own electronic file of all completed submittals, and shall provide paper copies of submittals as may be needed for field installation or its own purposes.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
1. For Construction: Provide paper copies of shop drawings, wiring diagrams, and other submittals containing installation requirements for use on the project site.

- a. Provide additional sets or partial sets needed by the Contractor's own workers while performing the installation. Do not perform installation without having paper copy of final shop drawings present in the work area.
 - b. Use only final submittals bearing the stamp mark of the Architect indicating that the submittal is acceptable for construction use under the conditions indicated.
2. For Authorities having Jurisdiction: For contractor-obtained permits and other contractor provided information required by authorities having jurisdiction, assemble complete documentation, drawings, and forms for the submission into a single PDF as required by the authority for electronic submission. Attach a signed transmittal form or cover letter on contractor's letterhead addressed to the authority; include information on method of payment of fees where applicable. Transmit to authority electronically with copy to Architect unless:
 - a. If Authority requires submission be made by the Architect or engineer of record: Provide to Architect who will review the submittal and then forward it (including Contractor's cover letter) to the Authority under Architect's transmittal form.
 - b. If Authority requires hardcopies: provide number of physical copies required by the authority and process direct or via Architect as indicated above.
3. For Operation and Maintenance Manuals: Provide 'clean' paper copies of all electronic submittals required and integrate with documents that were processed originally as physical submittals. Do not provide paper copies that have been damaged or marked-up by construction use.
 - a. Additionally, for all submittals that were processed electronically, include all final submittals on a CD, cataloged in the same order as required for the physical O&M manual, and furnish to Owner as part of the Manual.

1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's installation instructions.
 - c. Color samples.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

- a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Processing:
 - a. Submit actual-material Samples, with transmittal, to Architect for review and action.
 - b. Upload PDF of transmittal to ShareFile website including digital image file illustrating Sample characteristics and identification information for record.
 - c. Architect will transmit review action to Contractor through ShareFile.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned to jobsite.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.
- I. 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.
- J. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal to proper entity.
- 1.6 DELEGATED-DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
 - 2. If Specifications require that the actual shop drawings or actual calculations pages be signed and sealed by the delegated design professional, in addition to the above, provide three paper copies of the final reviewed documents bearing the engineer's seal and signature directly on each document.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
 - 1. Do not process submittals that do not comply with requirements.
 - 2. Do not process submittals that are not clearly marked to indicate the specific products and specific product options.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S REVIEW

- A. Requirements of this Section are intended to supplement requirements of the General and Supplementary Conditions. Any reference herein, in the General Conditions, or elsewhere in the Project Manual, to Architect's "Approval" of any submittal shall not be construed as the Architect assuming any responsibility of the Contractor or any other entity, nor acceptance of any product or work not in conformance with the Contract Documents.
- B. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals, including submittals that do not highlight specific product choices or options, are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.
- F. Submittal of un-named products when a Section includes a list of acceptable products will be returned by Architect without review. Comply with Section 01 25 00 "Substitution Procedures" for *consideration* of substitutions and comparable products.
- G. Architect will not review submittals that do not bear Contractor's approval stamp and will return them 'rejected' without further action.

1.9 ARCHITECT'S DIGITAL DATA FILES

- A. Architect's Digital Data Files: Electronic copies of individual Contract Drawing Plan Sheets *may* be furnished upon request solely for Contractor's use in preparing submittals and solely for use on this project. Any other use of these drawings is a prosecutable violation of terms of use.
 - 1. **For Architect's drawings**, Contractor must make written request for specific sheets and comply with all requirements indicated in the "Agreement and Waiver for Use of Architect's Electronic Documents" form in Part 4 of this Section.

2. **For other Consultants'** (Non-SHP) drawings, contact the individual consultant and comply with that consultant's separate waivers, and agreements.
 3. Availability and format depends on drawing type and drawing production methods used. Availability is not guaranteed.
 4. Drawings will be stripped of all titles, seals, dimensional and text information.
 5. Active BIM Model is not available for Contractor use.
 6. No claims for additional time will be accepted from any Contractor for the time it takes the Architect or their consultants to prepare and transmit the requested electronic files for the Contractor's use.
- B. Photocopy the appropriate Agreement / Waiver form starting at the end of this Section. Provide all information requested completely. Sign and date at the bottom to indicate understanding and acceptance of all terms and conditions contained in the form.
- C. Indicate the desired electronic format and version and the sheet numbers of the desired sheets in the spaces allotted at the bottom of the form.
- D. Submit form to the Architect or consultant as appropriate following directions on the form.
- E. For use of other Consultant's electronic documents, contact the consultant directly and comply with their requirements and waivers.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS

- 4.1 Agreement and Waiver form begins on next page.

AGREEMENT AND WAIVER FOR USE OF ARCHITECT'S ELECTRONIC DOCUMENTS

This agreement is made on: (date) _____.

By Contractor: (company name) _____.

Address,
City, State, Zip: _____.

To the Architect: **SHP, 312 Plum Street, Suite 700**
Cincinnati, Ohio 45202 (fax 513-381-5121)

In consideration of the Contractor's limited use of copies of the Architect's electronic documents, the Contractor agrees as follows:

OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS

- 1 Electronic Documents
- 1.1 The Architect, at their sole discretion and without obligation, will make graphic portions of plan-view Contract Drawings available for use by the Contractor in electronic format. These electronic documents shall be for use solely with respect to this single Project as provided in the Standard Form of Agreement between Owner and Architect.
- 1.2 These electronic documents will be provided in .DWG format for AutoCAD 2013.
- 1.3 The electronic documents provided will be stripped of the Project's name and address, the Architect's and their consultant's name and address, any professional licenses indicated on the Contract Documents, and all dimensions, verbiage, and statistical information. Detail drawings are not available in electronic format.
- 1.4 Use of these electronic documents is solely at the Contractor's risk, and shall in no way alter the Contractor's Contract for Construction.
- 1.5 The Architect makes no representation regarding fitness for any particular purpose, or suitability for use with any software or hardware, and shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including drawings and specifications) caused by the Architect's or its consultant's computer software or hardware defects or errors; the Architect's or its consultant's electronic or disk transmittal of data, information or documents; or the Architect's or its consultant's reformatting or automated conversion of data, information or documents electronically or disk transmitted from the Architect's consultants to the Architect. The Contractor waives all claims against the Architect, its employees, officers and consultants for any and all damages, losses, or expenses the Contractor incurs from defects or errors in the electronic documents. Furthermore, the Contractor shall indemnify, defend, and hold harmless the Architect, and its consultants together with their respective employees and officers, from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney's fees and litigation expenses) attributed to errors or defects in data, information or documents, including drawings and specifications, resulting from the Contractor's use or distribution of electronic documents to other contractors, persons, or entities.

The undersigned agrees to the terms and conditions contained herein.
Contractor Signature:

By: _____.

Title: _____.

Electronic Format Desired: _____.

Email address to send electronic documents: _____.

Sheets Desired:

_____. _____ . _____ . _____ . _____ . _____ . _____ .
_____. _____ . _____ . _____ . _____ . _____ . _____ .

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
 - 1. Mockups are used for one or more of the following:
 - a. Verify selections made under Sample submittals.
 - b. Demonstrate aesthetic effects.
 - c. Demonstrate the qualities of products and workmanship.
 - d. Demonstrate successful installation of interfaces between components and systems.
 - e. Perform preconstruction testing to determine system performance.
 - 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 - 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) 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 and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- 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.
- C. During construction, Contractor will be instructed to provide the greater quantity or quality. No increase in the Contract Amount will be considered for Contractor bidding the lower quality and lesser quantity instead of seeking clarification during bidding.

1.5 INFORMATIONAL SUBMITTALS

- A. Reports: Prepare and submit certified written reports and documents as specified.
- B. 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.

1.6 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 of whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- 1.7 QUALITY ASSURANCE
- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that 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 and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:
 1. Provide test specimens representative of proposed products and construction.
 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 3. Provide sizes and configurations of test assemblies and mockups to adequately demonstrate capability of products to comply with performance requirements.
 4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
 5. When testing is complete, remove test specimens, test assemblies, and mockups; do not reuse products on Project.
 6. 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.
 - a. Construct mockups showing exterior elements in an open, unshaded area with the finish side of the mockup facing south.
 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 10. Demolish and remove mockups when directed, unless otherwise indicated.
- 1.8 QUALITY CONTROL
- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made by the Owner.

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. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting 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 inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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 and authorities' having jurisdiction 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, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project must 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 or to resolve any construction activity uncertainty or dispute, contractor shall immediately obtain copies of the relevant standard directly from publication source and keep on site for reference by all entities.

1.3 ABBREVIATIONS AND ACRONYMS

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

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
 2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 3. ICC - International Code Council; www.iccsafe.org.
 4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
 5. OBC – Ohio Building Code.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 4. DOD - Department of Defense; www.quicksearch.dla.mil.
 5. DOE - Department of Energy; www.energy.gov.
 6. EPA - Environmental Protection Agency; www.epa.gov.
 7. FAA - Federal Aviation Administration; www.faa.gov.
 8. FG - Federal Government Publications; www.gpo.gov/fdsys.
 9. GSA - General Services Administration; www.gsa.gov.
 10. HUD - Department of Housing and Urban Development; www.hud.gov.
 11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
 12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
 13. SD - Department of State; www.state.gov.
 14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 18. USP - U.S. Pharmacopeial Convention; www.usp.org.
 19. USPS - United States Postal Service; www.usps.com.
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: 120 volt electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- D. No other public utilities are provided on the site; all other utilities required for construction shall be provided by the Contractor as temporary facilities.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
- D. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation.

PART 2 - PRODUCTS

2.1 MATERIALS

2.2 TEMPORARY FACILITIES

- A. General: Contractor is responsible for all temporary facilities needed including but not limited to:
 - 1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
 - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 3. Hoses for water to location needed.

4. Storage and fabrication sheds.
 5. All safety devices and precautions necessary for operations and work.
 6. Provide, maintain and perform protection and prevention of fires or fire hazards during the construction period for its construction material and personnel in accordance with Federal, State and Local laws and regulations. This includes but is not limited to fire extinguishers, special signs and removal of combustible materials.
 7. Staging and scaffolding for its own construction activities.
 8. Waste disposal facilities, including collection and legal disposal of its own waste materials. Daily cleanup of Contractor's trash & debris is mandatory for this project and is included in the Contract.
 9. Secure lockup of tools, materials, and equipment.
 10. Construction aids and miscellaneous services and facilities necessary exclusively for construction activities.
 11. Means and methods of construction and jobsite safety.
 12. Contractor is similarly responsible for the activities of its subcontractors.
- B. Common-Use Field Office is contractor option; progress meetings may be held in the existing building in lieu of on-site if scheduled in advance with the Owner; or may be held on site in the open. If provided, office trailer shall be of sufficient size to accommodate needs of construction personnel, inspectors, architect, and contractor's office activities and to accommodate Project meetings. Furnish and equip offices as follows:
1. Location: Parking lot; position as approved by Owner.
 2. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 3. Provide secure location for copy of reviewed submittals, permits, permit drawing sets and other official documents, and for as-built markup drawings and specification sets.
 4. Provide tackboard for posting required documents, project information, telephone lists including emergency numbers for fire, police and life squad, safety posters and the like.
 5. Desks for contractor.
 6. Area of sufficient size to accommodate meetings of 10 individuals.
 7. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 8. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. IF NO field office is provided: Provide weather-tight lockable gang box of sufficient size to accommodate record documents, permit drawings, shop drawings, notice board and other required informational documents.
1. This document gang box shall be a separate dedicated item, not part of contractor's tool and equipment gang box. Furnish with combination padlock and advise owner and architect of combination or provide key padlock with keys issued to owner and architect.
 2. Contractor is responsible to ensure gang box is secured on site against theft and damage.
 3. Document gang box shall be available to all authorized entities during construction hours.
- ~~D. Sanitary Facilities: Provide and maintain 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.~~
- ~~E. Waste Disposal Facilities: Provide waste collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Remove trash from site daily or provide dumpster adequate for all waste material and debris at end of each day; service as required.~~
1. Allow no loose material piles or fenced debris containment areas.
- F. Enclosure Fence: Contractor option to enclose staging area. Use portable chain link fencing that does not penetrate or damage pavement.
- G. Storage and Fabrication Sheds: Contractor may provide sheds sized, furnished, and equipped to accommodate materials and equipment for their construction operations.
1. Store combustible materials apart from building.
 2. Locate as directed by Construction Coordinator.
- H. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

- I. First Aid: Maintain first aid kit adequate for all common construction needs and injuries. Kit must be unlocked and accessible for quick retrieval at all times construction is underway.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Temporary Use of Existing Permanent Drives, Walks, and Paved Areas: Photo-document condition of existing driveways, parking lots and sidewalks used for construction purposes and access. Show in particular any condition that may later be interpreted as construction damage.
 1. Maintain paved areas in good undamaged condition. Review conditions daily and immediately assess any inadvertent damage and identify cause / responsible contractor.
 2. Contractor shall provide protective means they deem necessary to protect against pavement damage from their operations.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. 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."
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- E. 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.

3.3 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.
- C. 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.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
1. Prohibit smoking in construction areas.
 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.

3.4 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.
- C. 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. 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 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Administrative and procedural requirements for selection of products for use in Project.
 - 2. Product delivery, storage, and handling.
 - 3. Manufacturers' standard warranties on products.
 - 4. Special warranties.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for requests to submit consideration of **comparable products**.
 - 2. Section 01 25 00 "Substitution Procedures" for requests for **substitutions**.
 - 3. Section 01 42 00 "References" for applicable industry standards for products specified.
 - 4. Section 01 77 00 "Closeout Procedures" for submitting warranties.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product that is demonstrated and approved through Section 01 25 00 "Substitution Procedures" process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of a specified product.
 - a. Comparable products are allowed only under conditions and processes described in Section 01 25 00 "Substitution Procedures".
- B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis-of-design" product, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating equivalent features of products of other manufacturers named in the specification.
 - 1. Designating one product or manufacturer as the "Basis-of-Design" does not either directly or unintentionally establish a proprietary specification. It is fully expected that the other named manufacturers have standard or modified products, with or without accessory and supplementary items or methods of installation that provide equivalent utility, function, properties and design intent to the basis of design.
 - 2. Any Contractor needing clarification about the acceptability of a product or method of installation of one of the other named manufacturers shall seek clarification from the architect during bidding by submitting complete documentation for the intended product and a written statement of intent. Submit full substantiating documents in time for Architect's review and analysis before the cutoff date for issuing an Addendum.
 - 3. If clarification is not requested as required during bidding, comply with the Architect's instructions during Submittals Process that establish other named manufacturer product equivalency to the basis-of-design product; or provide the basis-of-design product.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications.

1.3 SUBSTITUTIONS / COMPARABLE PRODUCTS

- A. Contractor substitution requests for convenience or for cause; and requests to use comparable products, will be considered only when presented in compliance with Section 01 25 00 "Substitution Procedures".
- B. Failure to process or order in a timely manner:
 - 1. Failure to process product submittals or to order materials, in time to meet construction schedule requirements is not justification for providing any product or method that differs from the Construction Documents.
 - 2. IF a substitution for cause is acceptable to the Architect, any and all costs associated with the substitution including but not limited to, providing a superior product to the one specified, expedited deliveries, special production runs, custom modifications or finishes, and adjustments to other Work in place or yet to be installed, shall be paid by the Contractor who's failure to process or order in a timely manner has caused the change. In no case shall any cost be passed on to the Owner for such failure.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other Contractors. Date of Architect's favorable review shall be the date used in determining precedence.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used. Provide products determined by architect with no additional cost to Owner.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
 - 2. Store products to allow for inspection and measurement of quantity or counting of units.
 - 3. Store materials in a manner that will not endanger Project structure.
 - 4. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
 - 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
 3. Warranty initiation date shall be the date indicated in the applicable specification section. Contractor shall obtain any additional, supplemental, or extended insurance necessary to cover insurances for the time period indicated if manufacturer-provided insurance does not cover the full timeframe required.
 4. There shall be no delay in the initial start and continuation in effect of any warranty required by the Specifications for any cause, including but not limited to any obligations of performance or payment of fee(s), or other requirement between the Contractor and the product manufacturer / warranty provider.
 - a. Where a fee is required to initiate and bring into effect or to maintain a Warranty, the Contractor shall pay such fee(s) as part of the Work and shall provide proof of payment of fees and proof of initiation of Warranty before Final Payment request will be processed.
 5. Warranties shall not be suspended, terminated, or revoked due to any failure of the Contractor or their sub-contractor to pay premiums or initiation-of-warranty fees.
 6. For the full duration of the warranty period, an executed warranty as delivered to the Owner shall not be suspended, terminated or revoked by the manufacturer or Contractor without written documentation signed by an officer of the manufacturer and delivered to the Owner by registered mail.
 7. Manufacturer Direct Inspections for Warranty Continuance: All fees for the product manufacturer's inspections required to maintain a warranty in full force and effect throughout the warranty period shall be waived or be pre-paid and included as part of the construction Work; this applies whether the manufacturer uses their own forces or contracts with an inspection agency. This does not apply to regular maintenance inspections and service obligations of the Owner.
 8. Contractor is responsible to pay all fees and to obtain any and all additional warranties or warranty extensions necessary to fulfill the requirements of this section and of specific Product Section warranties including but not limited to warranty initiation date, warranty initiation fee payments, periodic inspection costs if required by the warranty, warranty termination date, and warranty work coverage, as part of the Work without additional cost to the Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms, dates, and identification, ready for execution.
1. Manufacturer's Standard Form: Modified or appended to include Project-specific information and requirements, properly executed.
 - a. Modifications of standard form to be initialed by all parties to the agreement.
 - b. Appended documents to be referenced by modification to the standard form and both documents to be cross-referenced by title and date.
 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time:
1. Sample Warranty / Form: un-executed, but with terms clearly indicated, when listed in a specification Section under Part 1 article "Informational Submittals".
 2. Executed Warranty / Form: Comply with requirements in Section 01 77 00 "Closeout Procedures."
- D. Product Warranty Prerequisite: Specified warranties are as much a requirement of products as performance criteria. Do not submit products that cannot be covered by the specified warranty whether or not listed in the specification section; seek clarification from Architect in advance. See Section 01 25 00 "Substitution Procedures".

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Provide anchorage devices suited to conditions and that will maintain strength throughout the life of the installation without loosening, failure, deterioration, rust or staining.
 3. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 4. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 5. Where products are accompanied by the term "as selected," Architect will make selection.
 6. Where products are accompanied by the term "match sample," sample to be matched is Architect's; or Architect will advise specific location / criteria to be matched.
 7. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 8. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article in Section 01 25 00 "Substitution Procedures" to obtain approval for use of a particular unnamed product.
- B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor convenience will not be considered.
 - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
 5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.

7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
 - a. Any contractor needing clarification about the acceptability of a product or method of installation of one of the other named manufacturers shall seek clarification from the Architect during bidding by submitting complete documentation for the intended product and a written statement of intent.
 - 1) Submit full substantiating documents in time for Architect's review and analysis before the cutoff date for issuing an addendum.
 - 2) If clarification is not requested as required during bidding, comply with the Architect's instructions during the Submittals Process that establish other named manufacturer product equivalency to the basis-of-design product; or provide the basis-of-design product.
 - C. Visual Matching Specification: Where Specifications require "match Architect's sample" including to "match an established sample or element of an existing building" provide a product that complies with requirements and also matches Architect's sample or indicated element. Architect's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of another product.
 - D. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's 'Standard', 'Full', or 'Industry' range of colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements and the following:
 1. Standard Range: Or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items / finishes.
 2. Full Range: Or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items / finishes.
 3. Industry Range: Or similar phrase, Architect will select a product from the manufacturer indicated and that is a regular offering in the industry even if it may be a special offering by the named manufacturer.
- 2.2 COMPARABLE PRODUCTS
- A. Conditions for Consideration: ONLY as indicated and following the processes stated in Section 01 25 00 "Substitution Procedures."

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Cutting and patching procedures applicable to **ALL Divisions of the Work**.
 - 3. Coordination of Owner's portion of the Work.
 - 4. **Coordination of Owner-installed products.**
 - 5. Starting and adjusting.
 - 6. Correction of the Work.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.
- C. "Cutting and patching" is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, and for other similar purposes.
- D. Cutting and patching performed during the manufacture of products or during the initial fabrication, erection, or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".

1.3 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
 - 1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
 - a. Contractor's superintendent.
 - b. Trade supervisor responsible for cutting operations.
 - c. Trade supervisor(s) responsible for patching of each type of substrate.
 - d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.
 - 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- B. Layout Conference: Conduct conference at Project site.
 - 1. Prior to establishing layout of new perimeter and structural column grid(s), review building location requirements. Review benchmark, control point, and layout and dimension requirements. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with Project layout to attend, including the following:
 - a. Contractor's superintendent.
 - b. Professional surveyor responsible for performing Project surveying and layout.
 - c. Professional surveyor responsible for performing site survey serving as basis for Project design.
 - 2. Review meanings and intent of dimensions, notes, terms, graphic symbols, and other layout information indicated on the Drawings.

3. Review requirements for including layouts on Shop Drawings and other submittals.
4. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor and delegated design engineer.
- B. Certificates: Submit certificate signed by land surveyor, certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 4. Dates: Indicate when cutting and patching will be performed.
 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Plumbing piping systems.
 - f. Mechanical systems piping and ducts.
 - g. Control systems.
 - h. Communication systems.
 - i. Fire-detection and -alarm systems.
 - j. Conveying systems.
 - k. Electrical wiring systems.
 - l. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.

- b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing site survey, topography, and subsurface conditions: Existing conditions presented in drawing, report or specification form are believed accurate within normal industry tolerances but are not guaranteed. Investigate, survey, confirm and verify all conditions bearing on the Work by any means necessary before starting any Work that changes existing conditions. Report any unacceptable discrepancies to the architect in writing before beginning operations.
 - 1. Written claims of difference shall be accompanied by all substantiating evidence necessary to document such claim.
 - 2. Claims of difference shall be resolved, including determination of quantities and costs and methods of Contract Modification, before work that alters such existing conditions is started.
 - 3. Initiation of site-clearing, soil-moving operations, demolition or other activity that alters existing conditions shall be evidence that Contractor has made all investigations and evaluations it deems necessary and has accepted all existing conditions present whether or not they conform exactly to the Contract Documents.
 - 4. Without advance written notification of unacceptable discrepancy, no claim for extra will be considered for a claim of difference between documents and actual conditions after the contractor has altered existing conditions.
- B. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- C. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- D. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- E. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- F. Concealed Conditions: Concealed conditions that the Contractor believes to differ substantially from Contract requirements, that change the products or performance requirements indicated, or that otherwise have a time / cost impact on the Contractor's work shall be brought to the attention of the Architect immediately upon discovery.
 - 1. Verbal or written claims of difference shall be accompanied by all substantiating evidence necessary to document such claim. Verbal claims shall be documented in writing by the Contractor following discussions including full description of claim and points of understanding.
 - 2. Claims of difference shall be resolved in writing, including determination of quantities and costs and methods of Contract Modification, before work that alters such existing conditions is started.
 - a. When actual quantities remain concealed at time of discovery, the unknown quantities shall be estimated and a unit price agreed upon; as work progresses, Contractor shall track and document actual quantities to the Architect daily and shall not exceed estimated quantities without specific notification and further discussion.
 - 3. Without such written agreement no claim for extra will be considered for a claim of difference between documents and actual conditions after the Contractor has altered existing conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 01 31 00 "Project Management and Coordination."
- E. Drawings:
 - 1. Although Drawings are grouped and identified by classification of the Work, Contractors are responsible for their Work as it may be indicated on any and all of the Drawings regardless of drawing number prefix.

2. Although the majority of the Drawings are "to scale," Contractors are directed to use indicated written dimensions along with their own field measurements and verifications for determining locations, material quantities and for other reasons.
 - a. Most plan drawings have a one-inch 'reference line' left of the title block box containing the sheet number. Be aware that if this reference line does not measure exactly one inch in length, the sheet has not been reproduced at a correct size.

3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Maintain minimum headroom clearance of 108 inches in occupied spaces and 96 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.4 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

- C. Temporary Support: Provide temporary support of work to be cut.
 - D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
 - E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching with Owner.
 - F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
 - G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
 - H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
 - I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.
- 3.5 COORDINATION OF OWNER'S PORTION OF THE WORK
- A. Site Access: Provide access to Project site for Owner's construction personnel[**and Owner's separate contractors**].

1. Provide temporary facilities required for Owner-furnished, Contractor-installed[**and Owner-furnished, Owner-installed**] products.
 2. Refer to Section 01 10 00 "Summary" for other requirements for Owner-furnished, Contractor-installed[**and Owner-furnished, Owner-installed**] products.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel [**and Owner's separate contractors**].
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction personnel [**and Owner's separate contractors**] at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
 5. Contractors failing to clean their work areas as indicated and directed will be back-charged costs for having the work performed.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.8 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 017320 - SELECTIVE DEMOLITION

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 the following:
 - 1. Demolition and removal of existing Media Center Scope.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled

1.4 PROJECT CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.

- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs and preconstruction videotapes.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

3.3 PREPARATION

- A. 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.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: 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

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level.
 - 2. Do not use cutting torches until work area is cleared of flammable materials.
 - 3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 4. Dispose of demolished items and materials promptly.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 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.

- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 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 017320

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance
 - 3. Section 01 79 00 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.2 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage.

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, damage or settlement 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 Owner's signature for receipt of submittals.
 5. Submit testing, adjusting, and balancing records.
 6. 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. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."
 5. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 7. Complete final cleaning requirements.
 8. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.
- 1.7 FINAL COMPLETION PROCEDURES
- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- 1.8 LIST OF INCOMPLETE ITEMS
- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. 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.
4. Submit list of incomplete items in the following format:
 - a. PDF Electronic File: Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 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.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit by uploading to web-based project software site.
- E. Provide one paper copy of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

1.3 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit by uploading to web-based project software site. Enable reviewer comments on draft submittals.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.
- D. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

- b. Identify each binder on front and spine, with the applicable printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.5 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Architect.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.6 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.7 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Submit PDF electronic files of scanned Record Prints. Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 2. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1.4 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.3 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.
- B. Preconstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.5 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

1.6 PREPARATION

- A. Set up instructional equipment at instruction location.

1.7 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 01 79 00

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood blocking and nailers.
 - 2. Plywood backing panels.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preserved-treated wood blocking and plywood.
 - 2. Fire-retardant-treated wood blocking and plywood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with ground and Use Category UC3b for exterior construction not in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- 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. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- E. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood blocking, plywood, and similar members in connection with roofing.
 - 2. Wood blocking, plywood, 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 E 84, 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. Treatment shall not promote corrosion of metal fasteners.
2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 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 lumber and plywood with appropriate classification marking of qualified testing agency.
- E. Application: Treat all lumber framing, blocking, nailers, plywood backing panels and similar members permanently installed in the building, including those in interior walls and partitions.

2.4 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.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

2.5 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.6 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 pressure-preservative treated, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- C. Drilled-in Expansion Anchors: Expansion anchors complying with FS FF-S-325, Group II, Type 4, Class 1.
1. Products:
 - a. Hilti; Kwik Bolt 3.
 - b. ITW Ramset/Red Head; Trubolt.
 - c. Powers Fasteners; Power-Stud.

2.7 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Panels to Framing or to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
1. Adhesives shall have a VOC content of 70 g/L or less.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.

- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.
- D. Fit rough carpentry to other construction. Correlate location of blocking, and similar supports to allow attachment of other construction.
- E. If not otherwise indicated, bolt wood to steel members with ½-inch diameter bolts spaced 32-inches on center maximum.
- F. Provide washers under bolt heads and nuts in contact with wood.
- G. Counterbore for bolt heads, nuts and washers, flush with surface where indicated or required.

3.2 TOP OF PARAPET WALL BLOCKING

- A. Install blocking in continuous lengths. Offset joints in adjacent strips if multiple strips of blocking are required. Top surface of blocking strips must align when installed.
- B. Secure to substrates as indicated and as otherwise necessary to resist wind upload forces and other loads specified in roofing and roof-edge-metal Sections.
- C. Secure in place straight and true with outer vertical edge plumb and in line with finish wall below.

END OF SECTION 06 10 00

SECTION 06 20 23 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Compact laminate panels.
 - 2. MDF panels with high pressure laminate.
- B. Related Requirements:
 - 1. Section 06 10 00 "Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.
 - 2. Section 09 91 12 "Painting" for finishing of interior finish carpentry not finished in the shop.

1.2 ACTION SUBMITTALS

- A. Product Data: For the Following:
 - 1. Fire-Retardant Treatment: Include data and warranty information from chemical-treatment manufacturer and certification by treating plant that treated materials to comply with requirements.
- B. Shop Drawings: Submit shop drawings for all fabricated finish carpentry items. Include large scale profiles, joinery details, and mounting methods.
 - 1. Provide statement of compliance with specified AWI Grade standards.
- C. Samples for Verification:
 - 1. For each finish system and color of lumber and panel products with factory-applied finish, 50 sq. in. for lumber and 8 by 10 inches for panels.

1.3 QUALITY ASSURANCE

- A. Quality Standard: Unless otherwise indicated, comply with requirements for modular cabinets in AWIs "Architectural Woodwork Standards." Custom manufactured products shall meet AWI 'custom grade' requirements as a minimum, unless higher grade is specified.

1.4 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry materials until building is enclosed and weatherproof, wet work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL WOODWORK, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
 - 1. The Contract Documents contain requirements that are more stringent than the Architectural Woodwork Standards. Comply with Contract Documents and Architectural Woodwork Standards.

2.2 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH

- A. Architectural Woodwork Standards Grade: Custom.
 - 1. Grade: Premium at Main Stair (S-2) and Learning Stair screen walls.
- B. Hardwood Lumber:
 - 1. Species: White oak.
 - 2. Cut: Rift cut/rift sawn.

3. Wood Moisture Content: 5 to 10 percent.
4. For base wider than available lumber, glue for width. Do not use veneered construction.
5. For rails thicker than available lumber, use veneered construction. Do not glue for thickness.

2.3 HARDWOOD SHEET MATERIALS

- A. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of the Architectural Woodwork Standards for each type of interior architectural woodwork and quality grade specified unless otherwise indicated.
1. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.

2.4 FIRE-RETARDANT-TREATED WOOD MATERIALS

- A. Fire-Retardant-Treated Wood Materials: Where fire-retardant-treated materials are indicated, use materials complying with requirements that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products according to test method indicated by a qualified testing agency.
1. Use treated materials that comply with requirements of the Architectural Woodwork Standards. Do not use materials that are warped, discolored, or otherwise defective.
 2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
 3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.
- B. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E84, 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. Kiln-dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.
 2. For items indicated to receive a stained, transparent, or natural finish, use organic resin chemical formulation.
 3. Mill lumber after treatment within limits set for wood removal that do not affect listed fire-test-response characteristics, using a woodworking shop certified by testing and inspecting agency.
 4. Mill lumber before treatment, and implement procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of treated woodwork.

2.5 MISCELLANEOUS MATERIALS

- A. Provide self-drilling screws for metal-framing supports, as recommended by metal-framing manufacturer.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage.
1. Provide metal expansion sleeves or expansion bolts for post-installed anchors.
 2. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Installation Adhesive: Product recommended by fabricator for each substrate for secure anchorage.

2.6 FABRICATION

- A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.
- B. Fabricate interior 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. Edges of Rails and Similar Members More Than 3/4 Inch Thick: 1/8 inch.
- C. 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 interior 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.

2.7 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 interior architectural woodwork, as applicable to each unit of work.
- B. Interior Architectural Woodwork for Opaque Finish: Shop prime with one coat of wood primer as specified in Section 09 91 23 "Interior Painting."
 1. Backpriming: Apply one coat of 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.
 2. Application: Plywood noted to receive paint on risers of Learning Stairs.

2.8 SHOP FINISHING

- A. Finish interior architectural woodwork with transparent finish at fabrication shop. Defer only final touchup, cleaning, and polishing until after installation.
- B. Preparation for Finishing: Comply with Architectural Woodwork Standards, Section 5 for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing interior architectural woodwork, as applicable to each unit of work.
 1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of interior architectural woodwork. Apply two coats to end-grain surfaces.
- C. Transparent Finish:
 1. Architectural Woodwork Standards Grade: Same as item to be finished.
 2. Finish: System - 11, Polyurethane, Catalyzed.
 3. Wash Coat for Closed-Grain Woods: Apply wash-coat sealer to woodwork made from closed-grain wood before staining and finishing.
 4. Staining: Match approved sample for color.
 5. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter according to ASTM D523.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition interior architectural woodwork to humidity conditions in installation areas for not less than 72 hours prior to beginning of installation.
- B. Before installing interior architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming of concealed surfaces.

3.2 INSTALLATION

- A. Grade: Install interior architectural woodwork to comply with same grade as item to be installed.
- B. Assemble interior architectural woodwork and complete fabrication at Project site to the extent that it was not completed during shop fabrication.
- C. Install interior 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.

- D. Scribe and cut interior architectural woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Preservative-Treated Wood: Where cut or drilled in field, treat cut ends and drilled holes according to AWPA M4.
- F. Fire-Retardant-Treated Wood: Install fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions, including those for adhesives used to install woodwork.
- G. Anchor interior 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 interior architectural woodwork.
 - 3. For shop-finished items, use filler matching finish of items being installed.
- H. 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 96 inches long, except where shorter single-length pieces are necessary.
 - 3. Scarf running joints and stagger in adjacent and related members.
 - 4. Fill gaps, if any, between top of base and wall with latex sealant, painted to match wall.
 - 5. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches.

3.3 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.

3.4 REPAIR

- A. Repair damaged and defective interior architectural woodwork, where possible, to eliminate functional and visual defects[and to result in interior architectural woodwork being in compliance with requirements of Architectural Woodwork Standards for the specified grade].
- B. Where not possible to repair, replace defective woodwork.
- C. Shop Finish: Touch up finishing work specified in this Section after installation of interior 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.

3.5 CLEANING

- 3.6 Clean interior architectural woodwork on exposed and semiexposed surfaces.

END OF SECTION 06 20 23

SECTION 08 41 13 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior storefront framing.
- B. Related Sections:
 - 1. Section 07 92 00 "Joint Sealants" for sealants to the extent not specified in this Section.
 - 2. Section 08 71 00 "Door Hardware" for hardware to the extent not specified in this Section.
 - 3. Section 08 80 00 "Glazing" for float and insulating glass requirements.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for aluminum-framed systems.
- B. Shop Drawings:
 - 1. Shop drawings for storefront entrance systems not prepared directly by the manufacturer shall be submitted to the manufacturer, including the delegated design engineer's calculations, for manufacturer's review and annotation before being submitted to the architect.
 - 2. Shop drawings when submitted to the architect shall bear the complete information of the entity that prepared the drawings and the *manufacturer's* review stamp of acceptability with the reviewer's name and date of review, and shall include any additional details provided by or required by the manufacturer.
 - a. Submittals not prepared and reviewed by the manufacturer in accordance with this requirement will be returned without review.
 - 3. Include plans, elevations, sections, full-size details, and anchorage details including delegated design engineer's calculated load reactions into supporting adjacent work of others.
 - 4. Include details of all frame interfaces with adjacent construction showing each adjacent condition; generic details showing just the frame profile are not acceptable. Specifically show and identify wall construction materials, anchorage material, anchor type and the locations of perimeter sealants and flashings, including air barrier.
 - 5. Include elevations and details of each door type showing compliance with the design; include details of door joinery. Clearly identify all material sizes and wall thicknesses.
- C. Samples for Verification: For each type and color of exposed finish required, in manufacturer's standard sizes.
- D. Delegated-Design Submittal: For aluminum-framed systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Detail fabrication and assembly of aluminum-framed systems.
 - 2. Include design calculations.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed systems to include in maintenance manuals.
- B. Manufacturer's Certificate: On storefront system manufacturer's letterhead, signed by storefront manufacturer certifying that installed storefront system, including anchorage to substrates, complies with shop drawing requirements to the extent verifiable under manufacturer's site responsibilities.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project. Installer must have ten years continuous successful experience installing product; foreman must have 15 years of experience, include 3 references and contact phone numbers to verify.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
- C. Engineering Responsibility: Prepare data for aluminum-framed systems, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in systems similar to those indicated for this Project.
- D. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.
 - 1. Do not revise intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If revisions are proposed, submit comprehensive explanatory data to Architect for review.
- E. Manufacturer's Expert Observation: Manufacturer is required to provide final certification that work has been performed in accordance with manufacturer's requirements and reviewed shop drawings as indicated above in Submittals. As determined by the manufacturer in order to provide such certification, contractor shall engage Manufacturer's Technical Representative or Manufacturer's Authorized Service Representative to observe work performance and provide expert instruction at the following times:
 - 1. Performance of constructing first mock-up.
 - 2. Storefront systems installation at 100-percent completion.

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of structural supports for aluminum-framed systems by field measurements before installation to verify tolerances are acceptable.
- B. Notify Architect of any non-conformance in other's work that interfaces this work, with sufficient advance of planned installation to allow corrections to interfacing work to occur.

1.8 WARRANTY

- A. Special Assembly Warranty: Manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration created by wind and thermal and structural movements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - d. Water penetration through fixed glazing and framing areas.
 - e. Failure of operating components.
 - f. Fogging or clouding of insulated glass units, except when caused by breakage by impact.

2. Warranty Period: Five years from date of Contract Completion, except glass unit seals warranty is 10 years from date of manufacture.
- B. Special Finish Warranty: Manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 1. Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Warranty Period: 20 years from date of Contract Completion.

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 aluminum-framed entrances and storefronts.
- B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 2. Failure also includes the following:
 - a. Thermal stresses transferring to building structure.
 - b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.
 - d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.
- C. Deflection of Framing Members: At design wind pressure, as follows:
 1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
 2. Deflection Parallel to Glazing Plane: Limited to L/360 of clear span or 1/8 inch, whichever is smaller.
 - a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.
- D. Structural: Test according to ASTM E 330 as follows:
 1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- E. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
 1. Fixed Framing and Glass Area:
 - a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 6.24 lbf/sq. ft..
 2. Entrance Doors:
 - a. Pair of Doors: Maximum air leakage of 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
 - b. Single Doors: Maximum air leakage of 0.5 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Kawneer North America; an Alcoa company.
 2. Manko.

3. Tubelite Storefront and Entrances.

- B. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

2.3 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
1. Construction:
 - a. For interior work provide 1-3/4" x 4-1/2" typical frame members (non-thermal), unless noted otherwise on Drawings, with same wall thickness as exterior.
 - b. Provide symmetrically placed expansion frame members as required and accepted in reviewed shop drawings.
 2. Glazing System: Retained mechanically with gaskets on four sides.
 3. Glazing Plane: Center.
 4. Finish: High-performance organic finish.
 5. Fabrication Method: Shop-fabricated stick system.
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Materials:
1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - a. Sheet and Plate: ASTM B 209.
 - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
 - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
 - d. Structural Profiles: ASTM B 308/B 308M.
 2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
 - a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
 - b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
 - c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.
 3. Fasteners: 300-Series non-magnetic stainless steel for all joinery potentially in wet zone; corrosion-resistant for all others. All anchors must be bolted; screws not permitted.

2.4 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard or custom design glazed entrance doors for manual-swing operation. Match elevation designs shown on the drawings except if difference in stile size occurs, the specification shall prevail.
1. Door Construction: 1-3/4-inch minimum overall thickness with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners and intermediate stiles with reinforcing brackets that are deeply penetrated and fillet welded.
 2. Door Design: Wide stile; 5-inch nominal width for vertical stiles and top rail, 10-inch nominal width for bottom rail.
 3. Glazing: Tempered 1/4-inch (nominal) non-insulating glass for interior doors. See Section 08 80 00 "Glazing".
 4. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.
 - a. Provide nonremovable glazing stops on outside of door.

2.5 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this Section is specified in Section 08 71 00 "Door Hardware." Work of this Section includes receiving hardware from hardware supplier, preparing doors and frames for hardware and installing hardware.

- B. Weather Stripping: Manufacturer's standard replaceable components.
 - 1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.
 - 2. Sliding Type: AAMA 701, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.

2.6 GLAZING

- A. Glazing: As specified in Section 08 80 00 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.
- D. Glazing Sealants: As recommended by manufacturer.
- E. Sealants used inside the weatherproofing system shall have a VOC content of 250 g/L.

2.7 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials, except stainless steel in locations exterior of or at boundary of water barrier.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members at hardware attachment to receive fastener threads; steel plate shall be minimum 1/4-inch thick, aluminum shall be 3/8-inch minimum thick.
 - 3. Do not use exposed fasteners except for hardware application. For hardware applications, use countersunk Phillips screw heads, finished to match framing system or hardware being fastened.
- B. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- C. Extruded Aluminum Head and Jamb Receptors: Where indicated on drawings, provide continuous, extruded aluminum, thermally broken, head and jamb receptor sub-frame to accommodate structural and thermal movements.
- D. Aluminum Trim: Provide 2-piece aluminum continuous snap-on trim on all (4) sides of interior perimeter for storefront where indicated on drawings. Trim shall be not less than 0.062-inch- thick extruded aluminum; 3 inches wide by 1-1/2 inches high unless otherwise noted on drawings. Miter or cope corners. Finish shall match finish of storefront framing.
- E. Custom Brake-formed Aluminum Sills: Provide under all punched opening frame members to fully divert moisture to the exterior and away from the assembly. Profile shape as indicated and as required for complete control and discharge of moisture.
 - 1. Thickness: 0.094-inch minimum.
 - 2. Finish: Match frames unless otherwise directed.
 - 3. Provide with sealed splice plates under juncture of sill member lengths.
 - 4. Fabricate with end dams and with drip-edge turned down face of wall at least 1-inch except where otherwise detailed.
- F. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Section 07 92 00 "Joint Sealants" unless another type is required to attain the warranty required by this Section.
 - 1. If a different type is required for warranty purposes advise architect as part of shop drawing submittals and include product data and color selector with color range similar to sealant specified.
 - 2. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

- G. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30-mil thickness per coat.

2.8 FABRICATION

- A. Factory or shop fabricate and mark major components, disassemble and ship to jobsite for reassembly and field glazing.
 - 1. Field cutting of primary frame extrusions will not be permitted unless field trailer is set up and equipped as a field-shop including heavy (not hand-held) precision cutting and tooling equipment; and quality-control procedures are provided equal to a permanent fabrication shop.
- B. Form or extrude aluminum shapes, including brake-form aluminum trim and sills, before finishing.
- C. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Perform welding before finishing. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- D. Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
 - 4. Physical and thermal isolation of glazing from framing members.
 - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 6. Provisions for field replacement of glazing from interior for vision glass and exterior for spandrel glazing or metal panels.
 - 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- E. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- F. Storefront Framing: Provide subframes, reinforcing and brake metal fillers of types indicated or, if not indicated, as required for a complete system.
- G. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
 - 1. At interior doors, provide sliding weather stripping at stops to prevent metal to metal contact and to act as silencers.
- H. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
 - 1. At pairs of doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
- I. Entrance Door Hardware Installation:
 - 1. Reinforce for, and factory install entrance door hardware provided in this Section and furnished by other Division 08 Sections, to the greatest extent possible.
 - a. Receive hardware from supplier of Door Hardware specified in other Division 08 Sections.
 - b. Specifically indicate which hardware is to be factory-installed and which is to be field installed, as part of shop drawings.
 - 2. Cut, drill, reinforce and tap for factory-installed entrance door hardware before applying finishes.
 - 3. Do not field-prep frames or doors for hardware devices; all hardware prep and reinforcing is required to be part of the manufacturing process.
- J. After factory or shop fabrication, clearly mark components to identify their locations in Project according to Shop Drawings using same designation numbers as exist on drawings.

2.9 ALUMINUM FINISHES

- A. High-Performance Organic Finish: Two-coat fluoropolymer finish, complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 1. Color and Gloss: Color and gloss for exterior storefront systems shall match the color and gloss of the finish specified in Section 08 51 13 for "Aluminum Windows". Architect will select one custom color.

PART 3 - EXECUTION

3.1 ADVANCE COORDINATION

- A. Comply with Part 1 Quality Assurance article for participation of Manufacturer's Technical Representative or Manufacturer's Authorized Service Representative in mock-up, testing and periodic site visits to observe and report on the Work.

3.2 EXAMINATION

- A. Installer of this section's work shall examine areas and conditions, with Installer of interfacing work present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Inform Architect in writing of corrective work required, if any, or if any conditions do not meet prescribed requirements.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the work at each location is indication of installer's acceptance of all conditions.

3.3 INSTALLATION

- A. General:
 - 1. Comply with manufacturer's written instructions and approved shop drawings. Include custom brake metal sills, fillers and trims indicated.
 - 2. Do not install damaged components.
 - 3. Fit joints to produce hairline joints free of burrs and distortion.
 - 4. Rigidly secure nonmovement joints.
 - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
 - 6. Seal joints watertight unless otherwise indicated.
- B. Metal Protection:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Set continuous sill members and flashing in full sealant bed as specified in Section 07 92 00 "Joint Sealants" to produce weathertight installation; return sealant line continuous under sill to jambs.
- D. Install components plumb and true in alignment with established lines and grades, and without warp or rack.
- E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- F. Install glazing as specified in Section 08 80 00 "Glazing."
- G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

1. Field-Installed Entrance Door Hardware: Most hardware shall be factory installed or be factory-prepared and trial-installed then be removed and packaged separately for shipping for field re-installation. Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible into reinforced backup plates.
- H. Fill joint between storefront frame and opening substrate with low-rise, sprayed polyurethane foam sealant to provide an air-tight installation.
 1. Trim foam sealant back to accommodate backer rod and joint sealant installation.
 2. Install perimeter joint sealants with required backer rod as specified in Section 07 92 00 "Joint Sealants" to produce a weathertight installation.

3.4 ERECTION TOLERANCES

- A. Install aluminum-framed systems to comply with the following maximum erection tolerances:
 1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
 2. Level: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
 3. Alignment:
 - a. Where surfaces abut in line, limit offset from true alignment to 1/16 inch.
 - b. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch.
 4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.
- B. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.

3.5 FIELD QUALITY CONTROL

- A. Contractor's Testing Agency: Contractor shall engage a qualified independent testing and inspecting agency to perform field water-spray testing as indicated.
- B. Contractor shall engage manufacturer's technical representative and/or authorized independent service representative to perform Quality Assurance observations described in Part 1 "Quality Assurance" article.
- C. Testing Services: Testing and inspecting of representative areas to determine compliance of installed systems with specified requirements shall take place as follows. Do not proceed with installation of the next area until test results for previously completed areas show compliance with requirements.
- D. Contractor's Water Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
- E. Owner's Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections that are in owner's interest.
- F. Repair or remove work if test results and inspections indicate that it does not comply with specified requirements.
- G. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- H. Aluminum-framed assemblies will be considered defective if they do not pass tests and inspections.
- I. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Adjust operating entrance door hardware to function smoothly as recommended by manufacturer.

END OF SECTION 08 41 13

SECTION 08 80 00 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Glass products.
 - 2. Laminated glass.
 - 3. Glazing sealants.
 - 4. Miscellaneous glazing materials.
- B. Related Requirements:
 - 1. Section 08 41 13 "Aluminum-Framed Entrance and Storefronts" for aluminum door and framing to receive glass.

1.2 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C1036.
- C. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.

1.3 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
- B. Review temporary protection requirements for glazing during and after installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturers of fabricated glass units.
- B. Product Certificates: For glass.
- C. Product Test Reports: For fabricated glass, for tests performed by a qualified testing agency.
- D. Sample Warranties: For special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Cleaning instructions and perimeter seal and gasket inspection instructions.

1.8 QUALITY ASSURANCE

- A. Fabricated-Glass Manufacturer Qualifications: A qualified manufacturer of fabricated glass units who is approved and certified by primary glass manufacturer.
- B. Installer Qualifications: A qualified glazing contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AG&M) contractors and who employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.
- C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written recommendations for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or below 40 deg F.

1.11 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
 - 1. Warranty Period: 10 years from date of Contract Completion.
- B. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
 - 1. Warranty Period: 10 years from date of Contract Completion.
- C. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is obstruction of vision by dust, moisture, or film on interior surfaces of glass.
 - 1. Warranty Period: 10 years from date of Contract Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Primary Glass Manufacturers: Subject to compliance with requirements, provide primary glass products by one of the following:
 - 1. AGC Glass Company North America.
 - 2. Cardinal Glass Industries.
 - 3. Guardian Glass.
 - 4. Pilkington North America/NSG Group.
 - 5. Vitro Architectural Glass.
- B. Source Limitations for Glass: Obtain coated glass from single source from single manufacturer.
- C. Source Limitations for Coated Glass: Obtain from single source from single manufacturer for each glass type.
- D. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand specified thermal movement, wind loads, and normal impacts without failure, including loss or glass breakage attributable to the following: shading from architectural arrangement on building or in frame, defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Delegated Design: Glass thickness and strength designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness and strength designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed performance requirements.
- C. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the IBC and ASTM E1300.
 - 1. Design Wind Pressures: As indicated on Drawings.
 - 2. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.
 - 3. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.
 - 4. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.
- D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
 - 1. For monolithic-glass lites, properties are based on units with lites 6 mm thick.
 - 2. For laminated-glass lites, properties are based on products of construction indicated.
 - 3. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
 - 4. U-Factors: Center-of-glazing values, according to NFRC 100 and based on most current non-beta version of LBL's WINDOW computer program, expressed as Btu/sq. ft. x h x deg F.
 - 5. SHGC and Visible Transmittance: Center-of-glazing values, in accordance with NFRC 200 and based on most current non-beta version of LBL's WINDOW computer program.
 - 6. Visible Reflectance: Center-of-glazing values, in accordance with NFRC 300.

2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. NGA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
 - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
- E. Strength: Provide fully tempered float glass for all glass lites whether or not indicated on the Drawings.

2.4 GLASS PRODUCTS

- A. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear), Quality-Q3.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- B. Sputter-Coated Float Glass: ASTM C1376, float glass with metallic-oxide or -nitride coating deposited by vacuum deposition process after manufacture and heat treatment (if any), and complying with other requirements specified.

2.5 LAMINATED GLASS

- A. Laminated Glass: ASTM C1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
 - 1. Construction: Laminate glass with polyvinyl butyral interlayer to comply with interlayer manufacturer's written instructions.
 - 2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
 - 3. Interlayer Color: Clear unless otherwise indicated.

2.6 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E2190, and complying with other requirements specified.
 - 1. Manufacturer shall evaluate all individual glazing conditions of the project for conditions that result in overstressing any glass, including any that cause thermal stress, and shall provide heat-strengthened or tempered glass at all additional locations it deems necessary in order to prevent stress cracking or breakage.
 - a. Replacement of glass necessitated by stress cracking or breakage shall be fully the contractor's obligation without additional cost to the Owner.
 - 2. Sealing System: Dual seal, with manufacturer's standard primary and secondary.
 - 3. Spacer: Nonmetallic tube.
 - 4. Desiccant: Molecular sieve or silica gel, or blend of both.

2.7 GLAZING SEALANTS

- A. General:
 - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 - 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
 - 3. Verify sealant complies with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
 - 4. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range of industry colors.
- B. Neutral-Curing Silicone Glazing Sealant, Class 100/50: Complying with ASTM C920, Type S, Grade NS, Use NT.

2.8 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
 - 1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.

2.9 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.10 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
 - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
 - a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

2.11 MONOLITHIC GLASS SCHEDULE

- A. Glass Type **(G-1)**: Clear fully tempered float glass.
 - 1. Thickness: 6.0 mm.

2.12 LAMINATED GLASS SCHEDULE

- A. ~~Clear Laminated Glass (G-2): Two plies of fully tempered float glass.~~
1. ~~Minimum Thickness of Each Glass Ply: 6 mm.~~
2. ~~Interlayer Thickness: 0.060 inch.~~
3. ~~STC Rating: Minimum 39 as calculated by ASTM E 413.~~

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 2. Presence and functioning of weep system.
 3. Minimum required face or edge clearances.
 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed work.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches as follows:
1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended in writing by gasket manufacturer.

3.4 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter, masonry mortar, and masonry cleaner. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass as soon as practical that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 08 80 00

SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Light Gauge Metal Framing (LGMF).
 - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
 - 2. Suspension systems for interior gypsum ceilings.
- B. Related Requirements:
 - 1. Section 05 40 00 "Cold-Formed Metal Framing" for exterior wall and exterior ceiling / soffit framing, or where CFMF is specifically indicated at an interior application.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Referenced Standards: Provide copies of ASTM Installation Standards referenced in Part 3.
- B. Evaluation Reports: For dimpled steel studs and runners, from ICC-ES.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
 - 2. Protective Coating: ASTM A 653, G40 hot-dip galvanized unless otherwise indicated.
- B. Studs and Runners: ASTM C 645. Use either standard flat-steel studs and runners or embossed steel studs and runners.
 - 1. Standard Steel Studs and Runners:
 - a. Minimum Base-Metal Thickness: 0.0329 inch (20 gauge).
 - b. Depth: As indicated on Drawings.
 - c. Return (Lip) Dimension at non-rated assemblies: 3/16-inch minimum.
 - d. Return (Lip) Dimension at fire-rated assemblies: 1/4-inch minimum.
 - 2. Embossed Steel Studs and Tracks: Roll-formed and embossed with surface deformations to stiffen the framing members so that they are structurally equivalent to conventional ASTM C 645 steel studs and tracks.
 - a. Minimum Design Thickness: 0.0200 inch typical except 0.0312 inch where supporting abuse-resistant or impact-resistant gypsum board.
 - b. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide the following:
 - 1. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- D. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch-wide flanges.
 - 1. Depth: 1-1/2 inches.
 - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch thick, galvanized steel.
- E. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Minimum Base-Metal Thickness: 0.033 inch (20 gage).

2. Depth: As indicated on Drawings. 7/8 inch if not otherwise indicated.

2.2 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.
- B. Concealed Hangers: Wire, ASTM A 641, Class 1 zinc coating, soft temper, 0.16-inch diameter.
- C. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Armstrong World Industries, Inc.; Drywall Grid Systems.
 - b. Chicago Metallic Corporation; Drywall Ceiling Suspension.
 - c. USG Corporation; Drywall Suspension System.

2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.
 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies. Extend bracing to solid structure or walls.
 1. This requirement applies both to wingwall ends and to walls terminating above ceilings where framing does not extend to building structure above whether or not so detailed on the drawings.
 2. Spacing for wall bracing: 48-inches on center maximum; stagger direction; avoid piping and ductwork.

- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.
 - 1. This requirement applies both to wall framing and to soffit / bulkhead framing.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- B. Install studs so flanges within framing system point in same direction.
 - 1. Space studs as follows:
 - a. Single-Layer Application: 16 inches o.c., unless closer is indicated.
 - b. Multilayer Application: 16 inches o.c. unless closer is indicated.
 - 2. Space framing for soffits and bulkheads 16-inches o.c. unless closer is indicated or required for conditions and loads.
 - 3. Coordinate additional stud locations and wood blocking required for wall mounted items.
- C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
 - 1. Slip-Type Head Joints: Where wall framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs minimum at each jamb.
 - b. Coordinate stud placement with conduit and electric components for doors with electric or security system hardware; do not permit cutting of jamb-stud flanges.
 - c. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - d. Extend jamb studs through suspended ceilings and attach to underside of overhead structure whether or not the contiguous wall extends to structure above.
 - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated.
 - a. Install framing below sills of openings to match framing required above door heads and as required to support loads of items installed in such opening.
- D. Direct Furring:
 - 1. Attach hat channel furring vertically (unless otherwise indicated) spaced 16-inches on center anchored to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
 - 2. Provide horizontal hat channel or matching size Cee channel around all sides of wall openings through furred walls.
 - 3. Coordinate wood blocking location and thickness where required for wall mounted items.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types and in compliance with the delegated design engineers requirements and reviewed shop drawings.
 - 1. Hangers: 48 inches o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

- a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
 3. Do not attach hangers to steel deck.
 4. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 09 22 16

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior gypsum board of various types.
 - 2. Tile backing panels.
 - 3. Sound attenuation blankets.
- B. Related Requirements:
 - 1. Section 07 20 00 "Thermal Insulation" for insulation and vapor retarders installed in assemblies that incorporate gypsum board.
 - 2. Section 09 22 16 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.
 - 3. Section 09 91 12 "Painting" for primers applied to gypsum board surfaces.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

- A. Mockups: Before beginning gypsum board installation, install mockups of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Install mockups for the following:
 - a. Each level of gypsum board finish indicated for use in exposed locations.
 - 2. On one-half of mockup, apply final surface finish indicated including painting on exposed surfaces, for review of mockups.
 - 3. Simulate finished lighting conditions for review of mockups.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Contract Completion.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. American Gypsum.
 2. CertainTeed Corp.
 3. Continental Building Products.
 4. Georgia-Pacific Gypsum LLC.
 5. National Gypsum Company.
 6. PABCO Gypsum.
 7. USG Corporation.
- B. Gypsum Board, Type X: ASTM C 1396
1. Thickness: 5/8 inch.
 2. Long Edges: Tapered.
 3. Location: Ceiling surfaces, bulkheads and soffits; unless otherwise indicated.
- C. Abuse-Resistant Gypsum Board: ASTM C 1629, Level 1.
1. Core: 5/8 inch, Type X.
 2. Long Edges: Tapered.
 3. Mold Resistance: ASTM D 3273, score of 10.
 4. Location: All wall surfaces to 4 inches above ceiling and all bulkheads/soffits within 10 feet of floor, unless otherwise indicated.
- D. Glass-Mat Interior Gypsum Board: ASTM C 1658. With fiberglass mat laminated to both sides. Specifically designed for interior use.
1. Core: 5/8 inch, Type X.
 2. Long Edges: Tapered.
 3. Mold Resistance: ASTM D 3273, score of 10.
 4. Locations: Gypsum board surfaces behind or within 10-feet of sinks, lavatories or other plumbing fixtures.

2.3 TILE BACKING PANELS

- A. Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M, with manufacturer's standard edges.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; GlasRoc Tile Backer.
 - b. Georgia-Pacific Gypsum LLC; DensShield Tile Backer.
 2. Core: 5/8 inch, Type X.
 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
 4. Location: All wall surfaces behind ceramic wall tile.

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
 2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - c. L-Bead: Not permitted.
 - d. U-Bead: Not permitted.
 - e. Expansion (control) joint: One piece formed with V-shaped slot and removable strip covering slot opening.
 - f. Z-Shadow Bead: F- or Z-shaped; exposed long flange receives joint compound. Width as indicated on Drawings.
- B. Contractor Option Interior Trim: No-Coat Structural Laminate trims by CertainTeed may be used as a contractor option. Installation shall be in compliance with manufacturer's requirements using manufacturer's recommended tools and equipment.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 - 3. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use ready-mix drying-type, all-purpose compound.
 - 4. Finish Coat: For third coat, use ready-mix drying type topping compound.
 - 5. Setting-Type Joint Compound: Factory-packaged, job-mixed, chemical-hardening powder products; for spot grouting of hollow metal door frames.
- D. Joint Compound for Tile Backing Panels: As recommended by backer unit manufacturer.

2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Viscoelastic Laminating Adhesive:
 - 1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Subject to compliance, provide products by one of the following:
 - a. Acoustical Surfaces, Inc.; Green Glue.
 - b. Kinetics Noise Control; equivalent product.
 - c. SoundSense LLC; Sound Gue.
- C. Mass Loaded Vinyl Barrier: 1/8-inch thick flexible, non-reinforced loaded vinyl barrier that is designed to reduce the noise transmission through walls.
 - 1. Subject to compliance, provide products by one of the following:
 - a. Acoustiblok, Inc.; Acoustiblok.
 - b. Acoustical Surfaces, Inc.; Noise S.T.O.P. Vinyl Barrier.
 - c. Auralex Acoustics; SheetBlok Sound Barrier.
 - d. Kinetics Noise Control; Model KNM Loaded Limp Mass Barrier.
 - e. SoundSense, LLC; Noise Out 1.
 - f. Unger Technologies Inc.; UN-10 NR Noise Barrier.
- D. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
- E. Sound Attenuation Blankets:
 - 1. Unfaced Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 - a. Recycled Content of Blankets: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
 - b. Thickness as indicated but not less than 3-inch nominal.
- F. Acoustical Sealant: As specified in Section 07 92 00 "Joint Sealants."

- G. Thermal Insulation: As specified in Section 07 21 00 "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Install acoustic sealant according to drawing details and manufacturers instructions.
 - 1. **Note** that this includes *placement of sealant bead before* gypsum board is placed against metal framing in most applications.
 - 2. Non-compliance will require removal of panels and proper re-installation.
- B. Comply with ASTM C 840. Provide copy of this standard for on-site reference.
- C. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- D. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- E. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- F. Form control and expansion joints with space between edges of adjoining gypsum panels.
 - 1. Verify metal framing is discontinuous at control joint.
 - 2. Locate control joints where indicated on the drawings; If not indicated, plan on providing control joints 30 feet on center for uninterrupted surfaces and request specific locations from Architect before starting framing.
- G. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, chases, closed spaces), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- H. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- I. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

- J. Assemblies with Sound Attenuation Blankets: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings. See mock-up requirements in Part 1.
- K. Spot grout hollow metal door frames. Apply setting-type joint compound at each jamb anchor clip and immediately insert gypsum panels into frames.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing.
 - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing), unless required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 - 3. Fastening Methods: Apply gypsum panels to supports with steel drill screws according to referenced gypsum board application and finishing standard and manufacturer's written recommendations.
- B. Multilayer Application:
 - 1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
 - 2. Fastening Methods: Fasten base layers and face layers separately with screws.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings or field directed by Architect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. LC-Bead: Use at exposed panel edges. Wherever board meets a different material (window frame, CMU wall for example) use LC-Bead held back to form a 1/4-inch neat joint to receive sealant.
 - 3. Z-Shadow Bead: Use in lieu of LC-Bead only where indicated on Drawings.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces. See mock-up requirements in Part
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 1: Embed tape at joints.
 - a. Application: In ceiling plenum areas and other **concealed areas**.

2. Level 4: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges.
 - a. Application: All exposed gypsum board surfaces.
3. Primer and its application to surfaces are specified in Section 09 91 12 "Painting."

E. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.

3.6 FIELD QUALITY CONTROL

- A. Above-Ceiling Observation: Before Contractor installs gypsum board ceilings, Architect will conduct an above-ceiling observation and report deficiencies in the Work observed. Do not proceed with installation of gypsum board to ceiling support framing until deficiencies have been corrected.
 1. Notify Architect seven days in advance of date and time when Project, or part of Project, will be ready for above-ceiling observation.

3.7 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09 29 00

SECTION 09 65 13 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Resilient base.
 - 2. Resilient molding accessories.
- B. Related Requirements:
 - 1. Section 09 68 13 "Tile Carpeting" for carpet.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.

1.3 MATERIALS MAINTENANCE SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
 - 2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less.
- B. Provide testing of concrete substrate moisture content and relative humidity testing, and comply with manufacturers requirements for these conditions before starting installation.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 RESILIENT BASE

- A. Resilient Base Standard: ASTM F 1861.
 - 1. Material Requirement: Type TS (rubber, vulcanized thermoset) or Type TP (rubber, thermoplastic).
 - 2. Manufacturing Method: Group I (solid, homogeneous).
 - 3. Style: Cove (base with toe).
- B. Properties:
 - 1. Minimum Thickness: 0.125 inch.
 - 2. Height: 4 inches.
 - 3. Lengths: Coils in manufacturer's standard length.
 - 4. Outside Corners: Job formed.
 - 5. Inside Corners: Job formed.
 - 6. Colors and Patterns: As indicated by manufacturer's designations on Drawings.

2.2 RESILIENT MOLDING ACCESSORY

- A. Resilient Molding Accessory:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by same manufacturer as resilient base.
- B. Description: Transition strips, ADA compliant.
- C. Material: Rubber.
- D. Profile and Dimensions: As selected by Architect from manufacturer's full range of profiles.
- E. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
 - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Cove Base Adhesives: Not more than 50 g/L.
 - b. Rubber Floor Adhesives: Not more than 60 g/L.
- C. Stair-Tread-Nose Filler: Two-part epoxy compound recommended by resilient tread manufacturer to fill nosing substrates that do not conform to tread contours.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates for Resilient Stair Accessories: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
 - 4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until they are same temperature as the space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
 - 2. Inside Corners: Use straight pieces of maximum lengths possible. Form by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed; do not overlap toe sections. Shave back of base where necessary to produce a snug fit to substrate.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Stair Accessories:
 - 1. Use stair-tread-nose filler to fill nosing substrates that do not conform to tread contours.

2. Tightly adhere to substrates throughout length of each piece.

- C. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
1. Remove adhesive and other blemishes from exposed surfaces.
 2. Sweep and vacuum surfaces thoroughly.
 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products until Contract Completion.

END OF SECTION 09 65 13

SECTION 09 68 13 - TILE CARPETING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Modular, carpet tile
- B. Related Requirements:
 - 1. Section 09 65 13 "Resilient Base and Accessories" for resilient base, reducer strips, and other accessories installed with carpet tile.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
 - a. Review delivery, storage, and handling procedures.
 - b. Review ambient conditions and ventilation procedures.
 - c. Review subfloor preparation procedures.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Verification Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - 1. Carpet Tile: Full-size Sample of each type and color.
- C. Product Schedule: For carpet tile. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.6 MATERIALS MAINTENANCE 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. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.
- B. Fire-Test-Response Ratings: Where indicated, provide carpet tile identical to those of assemblies tested for fire response according to NFPA 253 by a qualified testing agency.
- C. Provide testing of concrete substrate moisture content and relative humidity testing, and comply with manufacturers requirements for these conditions before starting installation.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI Carpet Installation Standard.

1.9 FIELD CONDITIONS

- A. Where carpet tile pattern layouts are indicated, do not proceed without first discussing with interior designer and, when appropriate, obtaining from the interior designer a more detailed or colored pattern layout. Do not proceed if there is any uncertainty regarding the intended pattern.
- B. Comply with CRI Carpet Installation Standard for temperature, humidity, and ventilation limitations.
- C. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- D. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

1.10 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, loss of tuft bind strength, dimensional stability, excess static discharge, and delamination.
 - 3. Warranty Period: 20 years from date of Contract Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE:

- A. Manufacturers and Products: As indicated on Drawings.
- B. Performance Characteristics: As follows:
 - 1. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm.
 - 2. Emissions: Provide carpet tile that complies with testing and product requirements of CRI's "Green Label Plus" program.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond.
 - 2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
 - 3. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI Carpet Installation Standard and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI Carpet Installation Standard and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. Lay tiles square with room axis in pattern indicated. Resolve any uncertainty regarding pattern in pre-installation conference with interior designer;

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI Carpet Installation Standard.
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 09 68 13

SECTION 09 91 12 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior and interior substrates:
 - 1. Concrete.
 - 2. Concrete masonry units (CMU).
 - 3. Ferrous metal.
 - 4. Galvanized metal.
 - 5. Wood.
 - 6. Gypsum board.
 - 7. Cotton or canvas insulation jacket.
- B. Related Sections:
 - 1. Section 01 40 00 "Quality Requirements" for additional definitions including 'mock-ups'; 'benchmark painting samples'; 'experienced', 'manufacturer's technical representative', 'factory authorized service representative'.

1.2 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
 - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
 - 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.

1.3 PREINSTALLATION CONFERENCE

- A. Before applying painting systems, conduct conference at Project site. Notify participants at least 5 working days before conference.
 - 1. Meet with Owner; Architect; Interior Designer; Construction Manager; Painting Contractor; and Paint Manufacturer's Representative.
 - 2. Review methods and procedures related to surface preparation and paint application, including manufacturer's written instructions.
 - 3. Examine substrate conditions to be painted for compliance with requirement including adhesion and compatibility of coating with substrate.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. For any listed paint system where the installer or manufacturer believes the specified system is incompatible or not the best system for the substrate and installation conditions indicated. Bring these concerns to the architect's attention for discussion and resolution before making product submittals.
- C. For any listed paint system where the film thickness is not indicated or where the installer / manufacturer recommend a different thickness, clearly indicate the thickness intended and clearly point out differences from the specified system. Architect will accept or correct proposed changes in the submission.
- D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Acceptance of verification sample colors is tentative, pending final color review on in-place mockups under actual installation conditions.
- E. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

2. VOC content.

1.5 MATERIALS MAINTENANCE SUBMITTALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 1. Quantity: Furnish an additional 5 gallons of the primary neutral color and 1 gallon of each other color and product type applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples 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 specified in Part 4.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
 2. Apply benchmark samples after permanent lighting and other environmental services have been activated and the area is under lighting and other visual-impacting conditions that match the completed-construction.
 3. Final approval of color selections will be based on mockups.
 - a. If architect's review of colors on actual-conditions mockup indicates that the color is not acceptable, regardless of tentative color approval of verification samples, architect reserves the right to select different colors and the contractor shall then provide a new mockup for review at no additional cost to the 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.

1.7 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.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.8 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.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Subject to compliance with requirements, provide products by one of the following:
 1. Benjamin Moore & Co.
 2. PPG Architectural Coatings.
 3. Sherwin-Williams Company (The).

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Nonflat Paints and Coatings: 150 g/L.
 - 3. Anti-Corrosive Coatings: 250 g/L.
 - 4. Floor Coatings: g/L.
 - 5. Waterproofing Sealers: 250 g/L.
 - 6. Sanding Sealers: 275 g/L.
 - 7. All other Sealers: 200 g/L.
 - 8. Pigmented Shellac: 550 g/L.
 - 9. Stains: 250 g/L.
- D. Colors: Match Architect's samples. Provide color selections made by the Architect and accepted after review of in-place mock-ups.

2.3 INTERIOR PRIMERS FOR PREVIOUSLY UNCOATED SURFACES

- A. Interior Concrete Primer: Factory-formulated latex-based primer for interior application.
 - 1. Benjamin Moore; Super Spec Interior/Exterior Acrylic High Build Masonry Primer N068.
 - 2. PPG; 4-603 Perma-Crete Interior/Exterior Alkali Primer.
 - 3. Sherwin-Williams; Loxon Concrete & Masonry Primer Sealer, A24W8300.
- B. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application.
 - 1. Benjamin Moore; Ultra Spec 500 Interior Latex Primer.
 - 2. PPG; 6-2 SpeedHide Interior Quick-Drying Latex Sealer.
 - 3. Sherwin-Williams; ProMar 200 Zero Interior Latex Primer B28W2600.
- C. Interior Wood Primer for Acrylic-Enamel Finishes: Factory-formulated acrylic-latex-based interior wood primer.
 - 1. Benjamin Moore; Fresh Start Multi-Purpose Primer.
 - 2. PPG; 17-921 Seal Grip 100 Percent Acrylic Universal Primer.
 - 3. Sherwin-Williams; Premium Wall and Wood Primer B28W8111.
- D. Interior Zinc-Coated Metal Primer: Factory-formulated galvanized metal primer.
 - 1. Benjamin Moore; Corotech Acrylic Metal Primer.
 - 2. PPG; 90-712 Pitt-Tech Interior/Exterior Primer/Finish DTM Industrial Enamel.
 - 3. Sherwin-Williams; Pro-Industrial Pro-Cryl Universal Primer B66-1310 Series.

2.4 INTERIOR PRIMERS FOR PREVIOUSLY COATED SURFACES

- A. Interior Acrylic Bonding Primer for existing painted surfaces:
 - 1. Provide manufacturer's recommended bonding primer based on compatibility testing with existing materials and paint finishes.

2.5 INTERIOR FINISH COATS

- A. Interior Flat or Eggshell Acrylic Paint (Dryfall): Factory-formulated flat or eggshell acrylic latex paint for interior application.
 - 1. Benjamin Moore; Coronado Super Kote 5000 Dry Fall Latex Flat.
 - 2. PPG; 6-725 XI SpeedHide Super Tech WB Interior Dry-Fog Flat Latex.
 - 3. Sherwin-Williams; Pro Industrial Waterborne Acrylic Dryfall B42-80 Series.
- B. Interior Flat Acrylic Paint: Factory-formulated flat latex paint for interior application.
 - 1. Benjamin Moore; Ultra Spec 500 Interior Latex Flat.
 - 2. PPG; 6-70 Series SpeedHide Interior Wall Flat-Latex Paint.

3. Sherwin-Williams; ProMar 200 Zero VOC Latex Flat B30-2600 Series.
 - C. Interior Eggshell Acrylic Enamel: Factory-formulated eggshell acrylic-latex interior enamel.
 1. Benjamin Moore; Ultra Spec 500 Interior Low Sheen.
 2. PPG; 6-411 Series SpeedHide Eggshell Acrylic Latex Enamel.
 3. Sherwin-Williams; ProMar 200 Zero VOC Latex Eg-Shel B20-2600 Series.
 - D. Interior Semigloss Acrylic Enamel: Factory-formulated semigloss acrylic-latex enamel for interior application.
 1. Benjamin Moore; Moorcraft Super Spec Latex Semi-Gloss Enamel 276.
 2. PPG; 6-500 Series SpeedHide Interior Semi-Gloss Latex.
 3. Sherwin-Williams; ProMar 200 Zero VOC Latex Semi-Gloss B31-2600 Series.
 - E. Interior Semigloss Acrylic-Modified Alkyd Enamel: Factory-formulated semigloss acrylic-modified alkyd enamel for interior application.
 1. Benjamin Moore; Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel.
 2. PPG; 90-1210 Series Pitt-Tech Plus Interior/Exterior Semi-Gloss DTM Industrial Enamel.
 3. Sherwin-Williams; ProMar 200 Waterbased Acrylic-Alkyd Semi-Gloss, B34-8200 Series.
- 2.6 INTERIOR WOOD VARNISHES
- A. Interior Water-Based Polyurethane Clear Satin Varnish: Factory-formulated water-based polyurethane clear varnish.
 1. Benjamin Moore; Lenmar Waterborne Aqua-Plastic Urethane Satin.
 2. PPG; Deft DFT159 Clear Polyurethane Interior Water Based Acrylic - Satin.
 3. Sherwin-Williams; Wood Classics Waterborne Polyurethane Varnish, Satin A68 Series.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.
- B. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- C. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Concrete: 12 percent.
 2. Masonry (CMU): 12 percent.
 3. Wood: 15 percent.
 4. Gypsum Board: 12 percent.
- D. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- C. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- I. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 - 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - 3. Provide finish coats that are compatible with primers used.
 - 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 - 5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 - 7. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 8. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 9. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
 - 10. Sand lightly between each succeeding enamel coat.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

- C. 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. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - 1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 - 2. Omit primer over metal surfaces that have been shop primed and touchup painted.
 - 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 - 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion. Allow finished coats to cure a minimum of 24 hours before applying another coat.
- E. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 - 1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
 - 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 - 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
 - 4. Touch-up: Touch-up damaged areas of painting using only the same type of application equipment as was used for the original application. If differences of appearance – including sheen and light reflectance – appear in the repaired area due to different application methods, sand the defective work area and repaint the entire surface (not just the original damage area) between normal surface breaks (E.G.: between wall corners, control joints, frames).
- F. Minimum Coating Thickness: Apply paint materials in coats no thinner (and not excessively thicker) than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- G. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- H. Mechanical items to be painted include, but are not limited to, the following:
 - 1. Uninsulated metal piping.
 - 2. Uninsulated plastic piping.
 - 3. Pipe hangers and supports.
 - 4. Tanks that do not have factory-applied final finishes.
 - 5. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
 - 6. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable jacket material.
 - 7. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
- I. Electrical items to be painted include, but are not limited to, the following:
 - 1. Panelboards.
 - 2. Electrical equipment that is indicated to have a factory-primed finish for field painting.
 - 3. Conduit and fittings.
- J. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- K. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat

primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

- L. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- M. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 - 1. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
 - 2. Testing agency will perform appropriate tests for the following characteristics as required by Owner:
 - a. Alkali and mildew resistance.
 - b. Quantitative material analysis.
 - c. Abrasion resistance.
 - d. Apparent reflectivity.
 - e. Flexibility.
 - f. Washability.
 - g. Absorption.
 - h. Accelerated weathering.
 - i. Dry opacity.
 - j. Accelerated yellowness.
 - k. Recoating.
 - l. Skinning.
 - m. Color retention.
 - 3. Owner may direct Contractor to stop painting if test results show any material being used does not comply with specified requirements.
 - a. Contractor shall remove noncomplying paint from Project site, pay for testing, and properly re-prepare, and repaint surfaces previously coated with the noncomplying paint.
 - b. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Do not allow accumulation of used rags on site even if placed in air-tight containers.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

PART 4 - SCHEDULES

4.1 GENERAL

- A. Verify painting schedule and requirements for each surface and each area. Coordinate with Section 09 96 00 – High Performance Coatings.

4.2 INTERIOR PAINT SCHEDULE

- A. Existing Painted Surfaces: In lieu of primer listed for each substrate below, provide interior acrylic bonding primer over previously coated surfaces.
- B. Concrete: Provide the following finish systems over interior concrete:
 - 1. Eggshell Acrylic Enamel Finish: Two finish coats over a primer.
 - a. Primer: Alkali resistant primer.
 - b. Finish Coats: Interior eggshell acrylic enamel.
- C. Concrete Unit Masonry: Provide the following finish systems over interior concrete masonry:
 - 1. Eggshell Acrylic Enamel Finish: Two finish coats over a block filler.
 - a. Block Filler: Concrete unit masonry block filler.
 - b. Finish Coats: Interior eggshell acrylic enamel.
- D. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:
 - 1. Flat Acrylic Finish at ceilings, bulkheads and soffits: Two finish coats over a primer.
 - a. Primer: Interior gypsum board primer.
 - b. Finish Coats: Interior flat acrylic paint.
 - 2. Low-Luster Acrylic Enamel Finish at wall surfaces: Two finish coats over a primer.
 - a. Primer: Interior gypsum board primer.
 - b. Finish Coats: Interior low-luster acrylic enamel.
- E. Wood: Provide the following paint finish systems over new interior wood surfaces:
 - 1. Flat Acrylic Enamel Finish: Two finish coats over a wood undercoater.
 - a. Primer: Interior wood primer for acrylic-enamel finishes.
 - b. Finish Coats: Interior flat acrylic enamel.
- F. Ferrous Metal: Provide the following finish systems over ferrous metal:
 - 1. Flat or Eggshell Acrylic Finish (Dryfall) at exposed roof structure only at Contractor's option: One finish coat over factory-primed surfaces.
 - a. Finish Coat: Interior flat or eggshell acrylic (dryfall) paint.
 - 2. Semigloss Acrylic-Modified Alkyd Enamel Finish: Two finish coats over factory-primed surfaces.
 - a. Finish Coats: Interior semigloss acrylic-modified alkyd enamel.
- G. Zinc-Coated Metal: Provide the following finish systems over interior zinc-coated metal surfaces:
 - 1. Semigloss Acrylic-Modified Alkyd Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior zinc-coated metal primer.
 - b. Finish Coats: Interior semigloss acrylic-modified alkyd enamel.
- H. Cotton and Canvas Insulation Jacket: Provide the following finish system on cotton or canvas insulation covering:
 - 1. Flat Acrylic Finish: Two finish coats. Add fungicidal agent to render fabric mildew proof.
 - a. Finish Coats: Interior flat acrylic paint.

4.3 INTERIOR NATURAL-FINISH WOODWORK SCHEDULE

- A. Natural-Finish Woodwork: Provide the following natural finishes over new interior woodwork:
 - 1. Wood-stain compatible with clear-finish products (if stain is indicated)
 - 2. Water-Based Polyurethane Clear Satin Varnish Finish: Three finish coats of water-based polyurethane clear satin varnish.
 - a. Finish Coats: Interior water-based polyurethane clear satin varnish.

END OF SECTION 09 91 12

TABLE OF CONTENTS

SPECIFICATIONS

Division 23 – Heating, Ventilation, and Air-Conditioning

23 00 00	Table of Contents
23 07 13	Duct Insulation
23 31 13	Metal Ducts
23 33 00	Air Duct Accessories
23 37 13	Diffusers, registers and grilles

End of Table of Contents

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulation and jacketing for the following duct services:
 - 1. Indoor, supply, return, exhaust, and outdoor air duct.
- B. Related Sections:
 - 1. Division 23 Section "Metal Ducts" for duct liners.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
 - 3. Detail application at linkages of control devices.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. All duct insulation and jacketing systems shall comply with SMACNA Standards.
- B. All duct insulation and jacketing systems shall comply with Midwest Insulation Contractors Association (MICA), National Commercial and Industrial Insulation Standards, 7th Edition.
- C. All duct insulation shall comply with the requirements of ASHRAE Standard 90.1.
- D. Work shall be performed at the temperatures and humidity recommended by the product manufacturers.
- E. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

- F. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

1.5 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.6 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

1.7 DELIVERY AND STORAGE OF MATERIALS

- A. Delivery: Deliver materials in manufacturer's original packaging.
- B. Storage: Store and protect products in accordance with the manufacturer's instructions. Store in a dry indoor location. Protect insulation materials from moisture and soiling.
- C. Do not install insulation that has been damaged or wet. Remove it from the jobsite.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with the requirements listed in "HVAC Duct Material Schedule" on drawings and "Duct Insulation Schedule" in this specification.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 1290, Type III, to maximum service temperature of 250 deg F, and ASTM C1136, Type II, facing material.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include:

- a. CertainTeed Corp.; SoftTouch Duct Wrap.
 - b. Johns Manville; Microlite FSK or Microlite PSK.
 - c. Knauf Insulation; Atmosphere Duct Wrap.
 - d. Owens Corning; SoftR Duct Wrap FRK or White PSK.
2. The duct wrap insulation shall consist of a blanket of glass or mineral fibers factory-laminated to a foil reinforced (FRK) or white poly scrim kraft (PSK) vapor retarder facing with a 2 inch (min.) stapling edge and taping flange on one edge.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
 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. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-127.
 - b. Eagle Bridges - Marathon Industries; 225.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-60/85-70.
 - d. Mon-Eco Industries, Inc.; 22-25.
 1. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
 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. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
 - b. Eagle Bridges - Marathon Industries; 225.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-50.
 - d. Mon-Eco Industries, Inc.; 22-25.

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
 1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
 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. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-80/30-90.
 - b. Vimasco Corporation; 749.
 2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 3. Service Temperature Range: Minus 20 to plus 180 deg F.
 4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 5. Color: White.

2.4 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

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. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
 - b. Eagle Bridges - Marathon Industries; 405.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 95-44.
 - d. Mon-Eco Industries, Inc.; 44-05.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.

2.5 TAPES

A. FSK and PSK Tape: Foil-face for FSK, white face for PSK, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

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. ABI, Ideal Tape Division; 491 AWF FSK.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
 - c. Compac Corporation; 110 and 111.
 - d. Venture Tape; 1525 CW NT, 1528 CW, and 1528 CW/SQ.
2. Width: 3 inches.
3. Thickness: 6.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.6 SECUREMENTS

A. Aluminum Bands: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with wing seal or closed seal.

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. ITW Insulation Systems; Gerrard Strapping and Seals.
 - b. RPR Products, Inc.; Insul-Mate Strapping, Seals, and Springs.

B. Insulation Pins and Hangers:

1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) AGM Industries, Inc.; Tactoo Perforated Base Insul-Hangers.
 - 2) GEMCO; Perforated Base.
 - 3) Midwest Fasteners, Inc.; Spindle.

- b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
- 2. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) GEMCO; Nylon Hangers.
 - 2) Midwest Fasteners, Inc.; Nylon Insulation Hangers.
 - b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
 - c. Spindle: Nylon, 0.106-inch- diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
- 3. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) AGM Industries, Inc.; Tactoo Self-Adhering Insul-Hangers.
 - 2) GEMCO; Peel & Press.
 - 3) Midwest Fasteners, Inc.; Self Stick.
 - b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive-backed base with a peel-off protective cover.
- 4. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) AGM Industries, Inc.; RC-150.
 - 2) GEMCO; R-150.
 - 3) Midwest Fasteners, Inc.; WA-150.
 - 4) Nelson Stud Welding; Speed Clips.
 - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
- 5. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) GEMCO.
 - 2) Midwest Fasteners, Inc.
- C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.
- D. Wire: 0.062-inch soft-annealed, stainless steel.

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. C & F Wire.

2.7 CORNER ANGLES

- A. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
 1. Verify that systems to be insulated have been tested and are free of defects.
 2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Insulation and insulation systems shall be installed in compliance with all insulation manufacturers' requirements and recommendations.
- B. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- C. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- D. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- E. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- F. Install multiple layers of insulation with longitudinal and end seams staggered.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

- A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
 - 1. Comply with requirements in Division 07 Section "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

3.5 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
2. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not over compress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.
 - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
3. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
4. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
 1. Inspect ductwork, randomly selected by Architect or Engineer, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.
- C. The insulation contractor shall advise the general and/or mechanical contractor as to requirements for protection of the insulation work during the remainder of the construction period to avoid damage and deterioration of the finished insulation work. Insulation system shall be protected to prevent damage through duration of project.

- D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.7 DUCT INSULATION SCHEDULE, GENERAL

A. Items not requiring insulation:

1. Fibrous-glass ducts.
2. Fabric ducts.
3. Double wall ducts.
4. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
5. Factory-insulated flexible ducts.
6. Factory-insulated plenums and casings.
7. Flexible connectors.
8. Vibration-control devices.
9. Factory-insulated access panels and doors.
10. Nameplates and data plates.
11. Supply duct exposed in the space it is conditioning.
12. Return duct in conditioned space or return plenum.

3.8 INDOOR DUCT INSULATION AND JACKETING SCHEDULE

A. Concealed, round, supply-air duct insulation shall be the following:

1. Mineral-Fiber Blanket with FSK jacket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

B. Concealed, rectangular, supply-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket with FSK jacket: 2 inches thick and 1.5-lb/cu. ft. nominal density.

C. Concealed and exposed, rectangular, return-air duct insulation shall be one of the following:

1. None Required.

END OF SECTION 230713

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Refer to Specification "Section 017329 - Cutting and Patching" for work related to ICF wall penetrations.

1.2 SUMMARY

- A. Section Includes:
 - 1. Single-wall rectangular ducts and fittings.
 - 2. Single-wall round ducts and fittings.
 - 3. Sheet metal materials.
 - 4. Duct liner.
 - 5. Sealants and gaskets.
 - 6. Hangers and supports.
- B. Related Sections:
 - 1. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.
- B. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:
 - 1. Liners and adhesives.
 - 2. Sealants and gaskets.

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment and vibration isolation.
13. Air flow quantities for each air terminal device.

C. Delegated-Design Submittal:

1. Sheet metal thicknesses.
2. Joint and seam construction and sealing.
3. Reinforcement details and spacing.
4. Materials, fabrication, assembly, and spacing of hangers and supports.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.
3. Structural members to which duct will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Penetrations of fire-rated construction.
6. Items penetrating finished ceiling including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
 - f. Perimeter moldings.

B. Welding certificates.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports.
 - 3. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.
- B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."
- C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SINGLE-WALL ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
 - 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. Lindab Inc.
 - b. McGill AirFlow LLC.

- c. SEMCO Incorporated.
 - d. Sheet Metal Connectors, Inc.
 - e. Spiral Manufacturing Co., Inc.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Fabricate round ducts larger than 90 inches in diameter with butt-welded longitudinal seams.
- D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
 - 2. Finishes for Surfaces Exposed to View: Galvanized with bonderized (paint grip) coating.
- C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.
- D. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.
- E. PVC-Coated, Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90 (Z275).
 - 2. Minimum Thickness for Factory-Applied PVC Coating: 4 mils (0.10 mm) thick.
 - 3. Coating Materials: Acceptable to authorities having jurisdiction for use on ducts listed and labeled by an NRTL for compliance with UL 181, Class 1.

- F. Aluminum Sheets: Comply with ASTM B 209 Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.
- G. Factory- or Shop-Applied Antimicrobial Coating:
 - 1. Apply to the surface of sheet metal that will form the interior surface of the duct. An untreated clear coating shall be applied to the exterior surface.
 - 2. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
 - 3. Coating containing the antimicrobial compound shall have a hardness of 2H, minimum, when tested according to ASTM D 3363.
 - 4. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
 - 5. Shop-Applied Coating Color: Black.
 - 6. Antimicrobial coating on sheet metal is not required for duct containing liner treated with antimicrobial coating.
- H. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
 - 1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- I. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.4 DUCT LINER

- A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard", **inclusive of ASTM C534 (OSDM)**.
 - 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. CertainTeed Corporation; Insulation Group.
 - b. Johns Manville.
 - c. Knauf Insulation.
 - d. Owens Corning.
 - e. Maximum Thermal Conductivity:
 - 1) Type I, Flexible: 0.27 **(.25 OSDM)** Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
 - 2) Type II, Rigid: 0.23 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
 - 2. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
 - 3. Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.

- a. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Flexible Elastomeric Duct Liner: Preformed, cellular, closed-cell, sheet materials complying with ASTM C 534, Type II, Grade 1; and with NFPA 90A or NFPA 90B.
 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. Aeroflex USA Inc.
 - b. Armacell LLC.
 - c. Rubatex International, LLC
 2. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
 3. Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B.
 - a. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Insulation Pins and Washers:
 1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
 2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick galvanized steel; with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- D. Shop Application of Duct Liner: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 7-11, "Flexible Duct Liner Installation."
 1. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.
 2. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
 3. Butt transverse joints without gaps, and coat joint with adhesive.
 4. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
 5. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and dimensions of standard liner make longitudinal joints necessary.
 6. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm.
 7. Secure liner with mechanical fasteners 4 inches from corners and at intervals not exceeding 12 inches transversely; at 3 inches from transverse joints and at intervals not exceeding 18 inches longitudinally.
 8. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:
 - a. Fan discharges.
 - b. Intervals of lined duct preceding unlined duct.

- c. Upstream edges of transverse joints in ducts where air velocities are higher than 2500 fpm or where indicated.
- 9. Secure insulation between perforated sheet metal inner duct of same thickness as specified for outer shell. Use mechanical fasteners that maintain inner duct at uniform distance from outer shell without compressing insulation.
 - a. Sheet Metal Inner Duct Perforations: 3/32-inch diameter, with an overall open area of 23 percent.
- 10. Terminate inner ducts with buildouts attached to fire-damper sleeves, dampers, turning vane assemblies, or other devices. Fabricated buildouts (metal hat sections) or other buildout means are optional; when used, secure buildouts to duct walls with bolts, screws, rivets, or welds.

2.5 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Two-Part Tape Sealing System:
 - 1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
 - 2. Tape Width: 4 inches.
 - 3. Sealant: Modified styrene acrylic.
 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 - 7. Service: Indoor and outdoor.
 - 8. Service Temperature: Minus 40 to plus 200 deg F.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
 - 10. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 11. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Water-Based Joint and Seam Sealant:
 - 1. Application Method: Brush on.
 - 2. Solids Content: Minimum 65 percent.
 - 3. Shore A Hardness: Minimum 20.
 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. VOC: Maximum 75 g/L (less water).
 - 7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 - 8. Service: Indoor or outdoor.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- D. Solvent-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Base: Synthetic rubber resin.
3. Solvent: Toluene and heptane.
4. Solids Content: Minimum 60 percent.
5. Shore A Hardness: Minimum 60.
6. Water resistant.
7. Mold and mildew resistant.
8. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
9. VOC: Maximum 395 g/L.
10. Maximum Static-Pressure Class: 10-inch wg, positive or negative.
11. Service: Indoor or outdoor.
12. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

E. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.
6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

F. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

G. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
- D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- E. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- F. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

G. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install round ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Where ducts pass through non-fire-rated interior assemblies and are not exposed to view, fill the opening between the assembly and the duct or duct insulation or jacketing with plenum-approved foam-in-place sealant or fiberglass insulation.
- L. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers.
- M. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
 - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 2. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
 - 3. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
 - 4. Unconditioned Space, Exhaust Ducts: Seal Class C.
 - 5. Unconditioned Space, Return-Air Ducts: Seal Class B.
 - 6. Unconditioned Space, Outdoor-Air Ducts: Seal Class A.
 - 7. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
 - 8. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.
 - 9. Conditioned Space, Exhaust Ducts: Seal Class B.
 - 10. Conditioned Space, Return-Air Ducts: Seal Class C.
 - 11. Conditioned Space, Outdoor-Air Ducts: Seal Class B.

3.3 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 - 1. Where practical, install concrete inserts before placing concrete.
 - 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 - 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 - 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
 - 5. Do not use powder-actuated concrete fasteners for seismic restraints.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.4 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.5 PAINTING

- A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Leakage Tests:
 - 1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
 - 2. Test the following systems:
 - a. Ducts with a Pressure Class Higher Than 3-Inch wg: Test representative duct sections totaling no less than 25 percent of total installed duct area for each designated pressure class.
 - b. Supply Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 50 percent of total installed duct area for each designated pressure class.
 - c. Return Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 50 percent of total installed duct area for each designated pressure class.
 - d. Exhaust Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 50 percent of total installed duct area for each designated pressure class.
 - e. Outdoor Air Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections totaling no less than 50 percent of total installed duct area for each designated pressure class.
 - 3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
 - 4. Test for leaks before applying external insulation.
 - 5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.

6. Give seven days' advance notice for testing.

C. Duct System Cleanliness Tests:

1. Visually inspect duct system to ensure that no visible contaminants are present.
2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."
 - a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.

- D. Duct system will be considered defective if it does not pass tests and inspections.

- E. Prepare test and inspection reports.

3.7 DUCT CLEANING

- A. Clean new duct system(s) before testing, adjusting, and balancing.

- B. Use service openings for entry and inspection.

1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

C. Particulate Collection and Odor Control:

1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.

- D. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
3. Supply-air ducts, dampers, actuators, and turning vanes.

E. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.

4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

3.8 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.9 DUCT SCHEDULE

- A. Refer to drawings for double-wall duct locations.
- B. Fabricate ducts with galvanized sheet steel except as otherwise indicated in Specifications and Drawings and as follows:
- C. Supply Ducts:
 1. Ducts Connected to Heat Pumps and Terminal Units:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round: 12.
- D. Return Ducts:
 1. Ducts Connected Heat Pumps and Terminal Units:
 - a. Pressure Class: Positive or negative 1-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.
- E. Intermediate Reinforcement:
 1. Galvanized-Steel Ducts: Galvanized steel or carbon steel coated with zinc-chromate primer.
- F. Liner:
 1. Transfer Ducts: Fibrous glass, Type I, 1 inch thick.
- G. Elbow Configuration:
 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

- a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
 2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
 - a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
 - 1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
 - 2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
 - 3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
 - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
 - c. Round Elbows, 14 Inches and Larger in Diameter: Welded or flanged.
- H. Branch Configuration:
1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch: Spin in.
 2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
 - a. Velocity 1500 fpm or Lower: Conical tap.
 - b. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION 233113

SECTION 233300 - AIR DUCT ACCESSORIES

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. Manual volume dampers.
 - 2. Flexible ducts.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.
 - 1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:
 - a. Special fittings.
 - b. Manual volume damper installations.
 - c. Control-damper installations.
 - d. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.
- B. Source quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
- B. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, and having a No. 2 finish for concealed ducts and finish for exposed ducts.
- C. Aluminum Sheets: Comply with ASTM B 209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- D. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.
- E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 MANUAL VOLUME DAMPERS

- A. Low-Leakage, Steel, Manual Volume Dampers:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
 - a. Ruskin Company.
 - b. Semco
 - c. Greenheck.
 - d. Nailor.
 - e. Pottorf.
 - 2. Comply with AMCA 500-D testing for damper rating.
 - 3. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.
 - 4. Suitable for horizontal or vertical applications.
 - 5. Frames:
 - a. Hat shaped.
 - b. 0.094-inch- thick, galvanized sheet steel.

- c. Mitered and welded corners.
 - d. Flanges for attaching to walls and flangeless frames for installing in ducts.
 - 6. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Stiffen damper blades for stability.
 - d. Galvanized, roll-formed steel, 0.064 inch thick.
 - 7. Blade Axles: Galvanized steel.
 - 8. Bearings:
 - a. Molded synthetic.
 - b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
 - 9. Blade Seals: Neoprene.
 - 10. Jamb Seals: Cambered aluminum.
 - 11. Tie Bars and Brackets: Aluminum.
 - 12. Accessories:
 - a. Include locking device to hold single-blade dampers in a fixed position without vibration.
 - b. Provide a 2" standoff with locking positioner.
- B. Jackshaft:
- 1. Size: 0.5-inch diameter.
 - 2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
 - 3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.
- C. Damper Hardware:
- 1. Zinc-plated, die-cast core with dial and handle made of 3/32-inch- thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
 - 2. Include center hole to suit damper operating-rod size.
 - 3. Include elevated platform for insulated duct mounting.

2.4 FLEXIBLE DUCTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
- 1. Flexmaster U.S.A., Inc.
 - 2. Thermaflex.
- B. Insulated, Flexible Duct: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor-barrier film.
- 1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
 - 2. Maximum Air Velocity: 4000 fpm.

3. Temperature Range: Minus 10 to plus 160 deg F.
4. Insulation R-value: Comply with ASHRAE/IESNA 90.1.

C. Flexible Duct Connectors:

1. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action in sizes 3 through 18 inches, to suit duct size.
2. Flexible elbow support: 1 piece fully adjustable radius forming brace. To support 4" through 16" diameter flexible duct. UL 2043 listed and made of recycled material.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install backdraft or control dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated. Refer to drawing for type.
- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
 1. Install steel volume dampers in steel ducts.
 2. Install aluminum volume dampers in aluminum ducts.
- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Connect ducts to duct silencers rigidly.
- G. Connect diffusers or light troffer boots to ducts directly or with maximum 48-inch lengths of flexible duct clamped or strapped in place.
- H. Connect flexible ducts to metal ducts with metal bands.
- I. Install duct test holes where required for testing and balancing purposes.
- J. Return or exhaust ducts must be connected to grills directly, flexible duct is prohibited.
- K. Installation:
 1. Install ducts fully extended.
 2. Do not bend ducts across sharp corners.
 3. Bends of flexible ducting shall not exceed a minimum of one duct diameter.
 4. Avoid contact with metal fixtures, water lines, pipes, or conduits.

5. Install flexible ducts in a direct line, without sags, twists, or turns.

L. Supporting Flexible Ducts:

1. Suspend flexible ducts with bands 1-1/2 inches (38 mm) wide or wider and spaced a maximum of 48 inches (1200 mm) apart. Maximum centerline sag between supports shall not exceed 1/2 inch (13 mm) per 12 inches (300 mm).
2. Install extra supports at bends placed approximately one duct diameter from center line of the bend.
3. Ducts may rest on ceiling joists or truss supports. Spacing between supports shall not exceed the maximum spacing per manufacturer's written installation instructions.
4. Vertically installed ducts shall be stabilized by support straps at a maximum of 72 inches (1800 mm) o.c.
5. Flex ducts connected to a ceiling diffuse shall be supported by a Flexible Elbow support.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.

END OF SECTION 233300

SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

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. Ceiling diffusers.
 - 2. Registers and grilles.
- B. Related Sections:
 - 1. Section 233300 "Air Duct Accessories" for fire dampers and volume-control dampers not integral to diffusers, registers, and grilles.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated, include the following:
 - 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
 - 2. Diffuser, Register, and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.
- B. Samples for Verification: For custom color air devices, submit in manufacturer's standard color chips to verify color selected. One sample for each custom color selected is required.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:
 - 1. Ceiling suspension assembly members.
 - 2. Method of attaching hangers to building structure.
 - 3. Size and location of initial access modules for acoustical tile.
 - 4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
 - 5. Duct access panels.
- B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 CEILING DIFFUSERS

A. Mechanically-Powered VAV Diffusers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equal:
 - a. Nailor Industries Inc.
 - b. Krueger.
 - c. Price Industries
 - d. Titus.
2. Mechanically-powered VAV diffuser operation:
 - a. Shall not require power source to modulate. Thermally-actuated with ability to modulate airflow in heating and cooling modes. Setpoints accessible through face of diffuser. Minimum airflow setpoint accessible through face of diffuser.
3. Material: 22-gauge steel.
4. Finish: Baked enamel, white.
5. Face Size: 24 by 24 inches or 12 by 12 inches, refer to drawings.
6. Face Style: Plaque.
7. Border: Select border type based on ceiling type diffuser is to be installed in.

2.2 REGISTERS AND GRILLES

A. Egg Crate Grilles:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Anemostat Products, a Mestek Company
 - b. Hart & Cooley Inc.
 - c. Krueger.
 - d. Nailor Industries Inc
 - e. Price Industries.
 - f. Titus.
 - g. Tuttle & Bailey.
2. Border: Select border type based on ceiling type in which diffuser is to be installed.
3. Finish: White powder coat.

2.3 SOURCE QUALITY CONTROL

- #### **A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."**

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

TABLE OF CONTENTS for Division 26

DIVISION 26 — ELECTRICAL

<i>Section No.</i>	<i>Section Name</i>
	Division Index
260500	General Electrical Requirements
260519	Low-Voltage Conductors and Cables
260526	Grounding and Bonding
260529	Electrical Supports
260533	Raceways, Cable Trays, and Boxes
260543	Underground Raceways
260553	Electrical Identification
260923	Lighting Control Devices
262726	Wiring Devices
265000	Lighting

END OF TABLE OF CONTENTS – DIVISION 26

SECTION 260500 - GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general electrical requirements related to all Division 26 Sections.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Other standards, organizations, and agencies are listed in individual Specification Sections.
- C. The local codes and regulations applicable to this project contain provisions for designs that include proper protection for seismic incidents. These provisions apply to various work items included in the work covered by this Section and Division.

1.4 COORDINATION

- A. Coordinate sequencing, arrangement, required clearances, mounting, and support of electrical equipment with other Divisions of work.
- B. Coordinate all power requirements for all specified equipment provided by others (including, but not limited to plumbing, mechanical, kitchen and owner supplied equipment) during the coordination drawing process and before ordering equipment. Notify the Construction Manager immediately if any conflicts arise. No cost for electrical conflicts will be approved once coordination drawings are complete and equipment is ordered.

1.5 RATED CONSTRUCTION

- A. Maintain integrity of fire-rated construction where penetrated by electrical work.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Construction Manager and Owner no fewer than two days in advance of proposed interruption of electric service.
2. Do not proceed with interruption of electric service without Owner's written permission.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Coordinate connection of electrical service with utility provider. Comply with utility provider requirements and local codes and regulations.
- C. Coordinate connection of branch circuits and feeders to equipment furnished under other Divisions.
- D. Measure indicated mounting heights to bottom of unit for suspended items and wall-mounted items, unless noted otherwise.
- E. If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- F. Sequence for efficient flow of installation and positioning prior to closing in of building. Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Provide for ease of disconnecting of equipment with minimum interference to other installations.
- G. Arrange raceways, cables, wireways, cable trays, and busways to be clear of obstructions and of the working and access space of other equipment.
- H. Give right of way to piping systems installed at a required slope.
- I. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- J. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Refer to Division 08 Section "Access Doors and Frames."
- K. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Comply with Division 07 Section "Penetration Firestopping."
- L. Comply with Division 01 Section "Cutting and Patching" restoration of surfaces disturbed by electrical installation.
- M. Paint finished surfaces damaged during electrical installation, matching color and type of paint. Follow manufacturer's written instructions for surface preparation and application. Apply successive coats required to restore finish equal to the unblemished areas.

END OF SECTION 260500

SECTION 260519 - LOW-VOLTAGE CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes building wires and cables, and associated connectors, splices, and terminations rated 600 V and less.

1.3 SUBMITTALS

- A. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Comply with NFPA 70.
- C. Comply with NEMA WC 3, NEMA WC 5, NEMA WC 7, NEMA WC 8.
- D. Comply with NEMA WC 70.
- E. Comply with NECA, Standards for Installation.
- F. Conductor Connection Torque Value UL 486A
- G. Conductor Connectors UL 486B
- H. UL Standard 44 for Aluminum Conductors

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. UL-listed building wires and cables with conductor material, insulation type, cable construction, and rating as specified.
- B. Branch Circuit Conductors: Copper, solid conductor for No. 14 AWG or smaller, stranded conductor for larger than No. 14 AWG. Minimum size, No. 12 AWG for branch circuits, No. 14 AWG for control wiring.
- C. Feeder Conductors: Copper for feeders small than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- D. Selection of Insulation and Cable Types:
 - 1. Insulation: THHN-THWN for indoor copper wiring, XHHW for outdoor and underground copper wiring, and XHHW-2 for all aluminum wiring.
 - 2. Multiconductor Cable: Coordinate with Wiring Method Tables on Drawings.
 - 3. Manufactured Cable Systems: Manufactured cabling, connectors, tees, splices, and components for a complete branch circuit system for lighting. System is limited to wiring between light fixtures located in accessible acoustical tile ceilings and from junction box located above ceiling to fixtures. Conduit shall be provided from light fixture switch location to junction box located above ceiling.

2.2 CONNECTORS AND SPLICES

- A. UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 MATERIAL SELECTION

- A. Refer to wiring method schedule on drawings.

3.2 CONDUCTOR SIZING

- A. Feeders – refer to single line diagram.
- B. Branch Circuits – Unless otherwise noted on the plans, providing the following minimum conductor sizes. Contractor shall increase size as required to accommodate voltage drop and special conditions. Neutral conductors shall be full size.

Breaker/Fuse Size	Wire Size	Equipment Grounding Wire Size
15A	#12	#12
20A	#12	#12

25A	#10	#10
30A	#10	#10
35A	#8	#10
40A	#8	#10
45A	#8	#10
50A	#8	#10
60A	#6	#10
70A	#4	#8
80A	#4	#8
90A	#2	#8
100A	#2	#8

3.3 EXAMINATION

- A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.4 INSTALLATION

- A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA "Standard of Installation."
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 26 Section "Electrical Supports."
- F. Identify and color-code conductors and cables according to Division 26 Section "Electrical Identification."

3.5 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors. Minimize number of splices.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.
- D. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.

3.6 FIELD QUALITY CONTROL

- A. Tests and Inspections: For feeders and service entrance conductors, upon completion of the installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification.
 - 2. Certify compliance with test parameters.
 - 3. Remove and replace malfunctioning conductors and cables, and retest to demonstrate compliance.
- B. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes grounding systems and equipment for safe and protective operation of electrical components.
- B. Related Sections include the following:
 - 1. Division 26 Section "Low-Voltage Conductors and Cables".

1.3 SUBMITTALS

- A. Product Data: For ground bus bars.
- B. Informational Submittals: Field quality-control reports and plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- C. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
 - 1. Instructions for periodic inspection, including recommended intervals, of grounding features based on NFPA 70B.

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with UL 467.
- C. Comply with ANSI-J-STD-607-A.

PART 2 - PRODUCTS

2.1 GROUNDING AND BONDING CONDUCTORS

A. General:

1. Material: Copper.
2. Solid Conductors: ASTM B3.
3. Stranded Conductors: ASTM B8.

B. Grounding Electrode Conductors: Bare, stranded cable, unless indicated otherwise.

C. Equipment Grounding Conductors: Insulated.

D. Bonding Conductors: Bare, stranded cable, unless indicated otherwise.

2.2 CONNECTORS

A. Bolted Clamps: Heavy-duty type.

B. Compression and Pressure Connectors: High-conductivity plated type.

C. Exothermic-Welded Connectors: Kits of types recommended by manufacturer for materials being joined and installation conditions.

D. Grounding Busbar Connectors: Mechanical type, cast silicon bronze, compression-type wire terminals, and long-barrel, two-bolt connection.

2.3 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 3/4 by 96 inches.

2.4 TELECOMMUNICATIONS GROUNDING:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Eritech.
 - b. Harger.
 - c. Newton Instrument.
2. Telecommunications Main Grounding Busbar (TMGB): Rectangular bar of annealed copper with insulated spacers, 12 by 4 by 1/4 inches, with 15 pairs of 5/16-inch holes, and 3 pairs of 7/16-inch holes, arranged in accordance with BICSI recommendations.
3. Telecommunications Grounding Busbar (TGB): Rectangular bar of annealed copper with insulated spacers, 12 by 2 by 1/4 inches, with 6 pairs of 5/16-inch holes, and 3 pairs of 7/16-inch holes, arranged in accordance with BICSI recommendations.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. General: Where sizes, types, and ratings indicated exceed the requirements of NFPA 70, the more stringent requirements and larger sizes, types, and ratings are to be used.
- B. Separately Derived Systems: Refer to Drawings.
- C. Telecommunications Systems: Refer to Drawings.
- D. Equipment Grounding Conductors:
 - 1. Install insulated equipment grounding conductors with all feeders and branch circuits.
 - 2. Busway Supply Circuits: Install separate conductor from ground bus in the switchgear, switchboard, or distribution panel to busway ground bar.
 - 3. Computer and Rack-Mounted Electronic Equipment Circuits: Install dedicated conductor for each branch circuit run.
 - 4. Isolated Grounding Receptacle Circuits: Install conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

3.2 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Grounding:
 - 1. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 - 2. Metal Water Service Pipe: Install grounding electrode conductor, from building's main service equipment, or grounding bus, to main metal water service entrances to building.
 - a. Water Meter Piping: Provide bonding jumpers to electrically bypass water meters.
 - 3. Concrete-Encased Electrode: Install a grounding electrode conductor encased in not less than 2 inches of concrete within foundation or footing. Tie to reinforcing bars. Connect to each item indicated on Drawings and extend around the perimeter of building
 - 4. Ufer Ground: Fabricate as indicated on Drawings.
 - 5. Steel Structure: Connect to grounding electrode system as indicated on Drawings.
- C. Technology Grounding

1. Telecommunications Grounding Busbar: Install bus on insulated spacers, 6 inches above finished floor, unless otherwise indicated. Connect to each item indicated on Drawings.
2. Install technology grounding according to BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.

D. Bonding:

1. Gas Piping: Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
2. Metal Air Ducts: Bond to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install jumpers across flexible duct connections to maintain continuity.
3. Metal Piping: Bond each aboveground portion of metal piping systems.

3.3 CONNECTIONS

- A. General: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be compatible, and free of galvanic action.
1. Use electroplated or hot-tin-coated materials to assure high conductivity and to make contact points closer in order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
 3. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Compression Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.
- C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections. Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- D. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use compression type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
- E. Noncontact Metal Raceway Terminations: Where metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing.
1. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing.
 2. Bond electrically noncontinuous conduits at both entrances and exits with grounding bushings and bare grounding conductors, except as otherwise indicated.
- F. Piping: Use a bolted clamp connector.
- G. Moisture Protection: Where insulated grounding conductors are connected to grounding rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.4 FIELD QUALITY CONTROL

A. Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, inspect for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Prepare dimensioned Drawings locating each ground rod, other grounding electrodes, and grounding arrangements and connections for separately derived systems.

B. Grounding system will be considered defective if it does not pass inspections.

C. Prepare inspection reports.

END OF SECTION 260526

SECTION 260529 - ELECTRICAL SUPPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes supports for electrical equipment and systems.
- B. Related Sections include the following:
 - 1. Division 03 Section "Cast-in-Place Concrete" for concrete materials, reinforcement, and placement requirements.
 - 2. Division 05 Section "Metal Fabrications" for site-fabricated metal supports.

1.3 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with UL5B.
- C. Comply with MFMA-4.

PART 2 - PRODUCTS

2.1 HANGERS AND SUPPORTS

- A. Finishes: Hot-dipped galvanized carbon steel, zinc-plated carbon steel, or stainless steel as indicated on Wiring Methods Schedule on Drawings.
- B. Strut Support Systems: Slotted steel channel, galvanized according to ASTM A123 or ASTM A653. Select channel size appropriate for applicable load criteria. Provide fittings, channel hardware, brackets, angles, inserts, hangers and accessories required for a complete support system. Obtain components from single manufacturer.
- C. Rooftop Support Systems: Rubberized or polypropylene base, UV resistant, with galvanized stand-off rods and channel supports. Select size appropriate for applicable load criteria.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Cooper B-Line.

- b. ERICO International.
 - c. Miro Industries.
 - d. PHP Systems/Design.
- D. Raceway and Cable Support Devices: As described in NECA 1 and NECA 101, steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Hanger Rods: Threaded steel, zinc plated, minimum 1/4" diameter.
- F. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded, malleable-iron body and insulating wedging plug with number, size, and shape of gripping pieces as required for type of conductor.
- G. Fabricated Metal Supports: Welded or bolted, structural-steel shapes meeting ASTM A36, shop or field fabricated to fit dimensions of supported equipment.

2.2 ANCHORAGE AND FASTENERS

- A. Finishes: Hot-dipped galvanized carbon steel, zinc-plated carbon steel, or stainless steel as indicated on Wiring Methods Schedule on Drawings.
- B. Bolts: Hexagon head.
 - 1. General: ASTM A307, Grade A.
 - 2. Stainless: ASTM F593, Group 1.
 - 3. Anchor: ASTM F1554, Grade 36.
 - 4. Structural: ASTM A325.
- C. Nuts: Hexagon.
 - 1. General: ASTM A563, Grade A.
 - 2. Stainless: ASTM F594, Group 1.
 - 3. Anchor: Selected for load per ASTM A563.
 - 4. Structural: Selected for load per ASTM A563.
- D. Screws:
 - 1. Machine Screws: Pan head or hexagon head, ASME B18.6.3.
 - 2. Sheet Metal Screws: Self-tapping type, pan head or hexagon head, ASME B18.6.4.
 - 3. Lag Screws: Hexagon head, ASME B18.2.1.
 - 4. Wood Screws: Flat head, ASME B18.6.1.
- E. Flat Washers: Plain, round.
 - 1. For General Bolts and Nuts: ASTM F844.
 - 2. For Stainless Bolts and Nuts: Material selected to match nuts.
 - 3. For Anchor Bolts or Structural Bolts: ASTM F436.
 - 4. Washers For Screws: ASME B18.22.1
- F. Lock Washers: Helical, spring-type, round.
 - 1. General: ASME B18.21.1.
 - 2. Stainless: Material selected to match fastener.

- G. Toggle Bolts: Spring-wing type, mounted on trunnion nut, with machine screw.
- H. Eyebolts: ASTM A489.
- I. Anchors for Cast-in-Place Concrete: Threaded type or wedge type, galvanized. ASTM A47 malleable iron or ASTM A27 cast steel.
- J. Expansion Anchors: Threaded-stud wedge-type or sleeve-type

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Select materials and finishes for hangers, supports, anchors, and fasteners as indicated on Wiring Methods Schedule on Drawings.
- C. Comply with manufacturer's recommendations for selecting and installing supports.
- D. Design supports for multiple raceways for combined weight of supported systems, plus a 10 percent minimum future load.
- E. Design equipment supports capable of supporting combined weight of supported equipment and connected systems.
- F. Rated Strength of Supports: Adequate to carry present and future static loads within specified loading limits, times a minimum safety factor of three.
- G. Select and anchorage and fasteners as follows:
 - 1. Wood: Lag screws, wood screws, or bolts.
 - 2. New Concrete: Bolt with cast-in-place concrete anchors.
 - 3. Hollow Masonry Units: Toggle bolts.
 - 4. Solid Masonry Units: Expansion anchor fasteners.
 - 5. Existing Concrete: Expansion anchor fasteners.
 - 6. Light Steel: Sheet metal screws.

3.2 HANGER AND SUPPORT INSTALLATION

- A. Strut Support Systems: Install as a complete system, including fittings, channel hardware, brackets, angles, inserts, hangers and accessories required.
- B. Install U-bolts, clamps, attachments, hanger rod, and other accessories required to secure supports.
- C. Multiple Raceways: Install trapeze-type supports fabricated with strut support system. Secure raceways to supports with clamps appropriate for raceway.

- D. Individual Raceways: Support with separate pipe hangers or clamps. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-inch and smaller raceways above suspended ceilings.
- E. Equipment: Support with strut system where substrate or structural elements do not provide adequate strength of support.
- F. Support for Conductors in Vertical Conduit: Install at top of raceway and at intervals required by NFPA 70 to support cables without load on conduit ends or terminations.
- G. Fabricated Metal Supports: Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment. Comply with Division 05 Section "Metal Fabrications".

3.3 ANCHORAGE AND FASTENER INSTALLATION

- A. Securely fasten electrical items and supports to building structural elements according to application.
 - 1. Install beam clamps for attaching to structural steel. Do not weld to structural steel.
 - 2. Do not fasten or anchor to steel roof deck.
 - 3. Drill holes for expansion anchors in concrete and solid masonry at locations and depths that avoid reinforcing bars.

END OF SECTION 260529

SECTION 260533 - RACEWAYS, CABLE TRAYS, AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes raceways, fittings, cable tray, boxes, enclosures, and cabinets for electrical wiring.
- B. Related Sections include the following:
 - 1. Division 26 Section "Wiring Devices" for floor service boxes and fittings.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. IMC: Intermediate metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. RNC: Rigid nonmetallic conduit.
- F. RTRC: Reinforced thermosetting resin conduit.

1.4 SUBMITTALS

- A. Product Data: Include data indicating dimensions, finishes, and accessories for **surface raceways, cable trays, handholes, hinged-cover enclosures, and cabinets.**
- B. Shop Drawings: Include plans, elevations, sections, and details for the following:
 - 1. Custom enclosures and cabinets.
 - 2. For **handholes**, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.

f. Ladder details for manholes.

- C. Samples for Initial Selection: For surface raceways with factory-applied texture and color finishes.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain cable tray components through one source from a single manufacturer.
- B. Comply with NFPA 70.
- C. Comply with NECA 1.
- D. Comply with IEEE C2.

1.6 COORDINATION

- A. Coordinate layout and installation of conduit, manholes, handholes, and pull boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Aluminum Rigid Conduit: ANSI C80.5.
- C. IMC: ANSI C80.6.
- D. EMT: ANSI C80.3.
- E. FMC: Zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket. UL 360.
- G. Fittings: NEMA FB 1, compatible with conduit/tubing used.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 2. Fittings for EMT: Set-screw or compression type.

2.2 NONMETALLIC CONDUIT AND TUBING

- A. RNC: NEMA TC 2, Schedule 40 or Schedule 80.
- B. RTRC: NEMA TC 14.
- C. Fittings: Compatible with conduit/tubing used.

1. RNC: NEMA TC 3.
2. RTRC: NEMA TC 14.

2.3 OPTICAL FIBER/COMMUNICATIONS CABLE RACEWAY AND FITTINGS

- A. Comply with UL 2024, flexible type, approved for **plenum** installation.

2.4 RACEWAY SLEEVES

- A. Steel Pipe Sleeves: ASTM A 53, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Sleeves for Rectangular Openings: 24-gage galvanized sheet steel of length to suit application.

2.5 CABLE TRAYS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Allied Electrical Group.
 2. Cablofil.
 3. Chalfant Manufacturing Company.
 4. Cooper B-Line.
 5. Mono-Systems.
 6. MPHusky.
 7. Thomas & Betts.
 8. Wiremold.
- B. Cable Trays, Fittings, and Accessories: NEMA VE1, Match existing. Fittings and accessories include, but are not limited to, the following:
 1. Fittings: Tees, crosses, risers, elbows, and other fittings as required for complete system.
 2. Covers: Match existing.
 3. Barrier Strips.
 4. Supports and connectors, including bonding jumpers.
- C. Cable Trays, Fittings, and Accessories: NEMA FG1 and UL 568, Fiberglass. Fittings and accessories include, but are not limited to, the following:
 1. Fittings: Tees, crosses, risers, elbows, and other fittings as required for complete system.
 2. Covers: Match existing.
 3. Barrier Strips.
 4. Supports and connectors, including bonding jumpers.
- D. Sizes and Configurations: Refer to Drawings.

2.6 SURFACE RACEWAYS

- A. Surface Raceways – Single Channel: One-piece construction, galvanized steel, white or ivory finish (color to be selected by Architect). Provide fittings and accessories including, but not limited to, elbows, couplings, wire clips, end fittings, device mounting brackets, and plates as

required for a complete system. Provide accessories suitable for devices, outlets, and wiring and cable as indicated on Drawings.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Wiremold 700 Series (Basis of Design)
- b. Hubbell Wiring Device-Kellems.
- c. Mono-Systems.
- d. Thomas & Betts Corporation.

- B. Surface Raceways – Dual Channel: Two-piece construction with fixed barrier, nonmetallic PVC with snap-on covers, white or ivory finish (color to be selected by Architect). Provide fittings and accessories including, but not limited to, compartment dividers, elbows, couplings, wire clips, end fittings, device mounting brackets, and plates as required for a complete system. Provide accessories suitable for devices, outlets, and wiring and cable as indicated on Drawings. Provide angled device plates for technology outlets, to comply with cable bending radius requirements.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Wiremold 40N2 Series (Basis of Design) – ***Note contractor shall verify raceway size with actual cables (power and technology) installed (as shown on E series sheets). Contractor shall provide larger raceways where required.***
- b. Hubbell Wiring Device-Kellems.
- c. Mono-Systems.
- d. Panduit.

2.7 METAL WIREWAYS

- A. Description: Sheet metal sized and shaped as required, hinged or screw cover type, NEMA rating as indicated on Drawings, manufacturer's standard finish. Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings as required for complete system.

2.8 DEVICE AND OUTLET BOXES

- A. Sheet Metal Boxes: NEMA OS 1.
- B. Cast-Metal Boxes: NEMA FB 1, Type FS or FD, with threaded hubs and gasketed cover.
- C. Nonmetallic Boxes: NEMA OS 2.

2.9 JUNCTION AND PULL BOXES

- A. Sheet Boxes: NEMA OS 1.
- B. Cast-Metal Boxes: NEMA FB 1, Type FS with threaded hubs and gasketed cover.

2.10 CONDUIT BODIES

- A. Conduit Bodies: UL 514B, with threaded hubs and gasketed cover.

2.11 ENCLOSURES AND CABINETS

- A. Hinged-Cover Enclosures: Continuous-hinge cover with flush latch, unless otherwise indicated.
 - 1. Metal Enclosures: Steel, manufacturer's standard finish.
 - 2. Nonmetallic Enclosures: Plastic.
- B. Cabinets: Galvanized-steel box with removable interior panel and removable front, with manufacturer's standard finish.
 - 1. Hinged door in front cover with flush latch and concealed hinge.
 - 2. Key latch to match panelboards.
 - 3. Metal barriers to separate wiring of different systems and voltage.
 - 4. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation.
 - 1. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 MATERIAL SELECTION

- A. Raceways and Boxes: Refer to Wiring Methods Schedule on Drawings.

3.3 GENERAL INSTALLATION

- A. Install raceways, boxes, enclosures, and cabinets according to manufacturer's written instructions.
- B. Install raceways, boxes, enclosures, and cabinets to form a continuous electrical conductor.
- C. Do not install raceways under slab, unless otherwise indicated on Drawings.

3.4 RACEWAY INSTALLATION

- A. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- B. Complete raceway installation before starting conductor installation. Use temporary closures to prevent foreign matter from entering raceways.
- C. Separate Raceway Systems: Provide separate raceways for the following:

1. Emergency circuits.
 2. Conductors operating at different voltages
 3. AC and DC/analog control wiring
- D. Support raceways as specified in Division 26 Section "Electrical Supports."
- E. Routing: Install raceways level and square and at proper elevations. Provide adequate headroom.
1. Install exposed and concealed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical. Run parallel or banked raceways together, on common supports where practical.
 2. Conceal conduit and tubing within finished walls and ceilings, unless otherwise indicated.
 3. Do not embed raceways in slabs.
 4. Route underground raceways with a minimum of bends, in the shortest practical distance considering other underground utilities and obstructions, unless otherwise indicated.
- F. Bends: Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
1. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
 2. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
 3. Arrange stub-ups so curved portions of bends are not visible above the finished floor.
- G. Fittings, Joints and Terminations: Join raceways with fittings designed and approved for the purpose and make joints and terminations tight.
1. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
 2. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against the box. Where terminations are not secure with 1 locknut, use 2 locknuts: 1 inside and 1 outside the box.
 3. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align raceways so the coupling is square to the box and tighten the chase nipple so no threads are exposed.
 4. Use insulating bushings to protect conductors.
 5. Tighten set screws of threadless fittings with suitable tools.
 6. Protect stub-ups from finished floors from damage.
 7. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
 8. RNC Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join pipe and fittings according to ASTM F 402, ASTM D 2564, and ASTM F 656.
- H. Pull Wires: Install pull wires in empty raceways.
1. Raceways For Electric Telephone, Communications, or Data Utility Service Cables: Comply with Utility company requirements.
 2. Raceways for Electric Branch Circuits: Use monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

- I. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:
 - 1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.
 - 2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
 - 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- J. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound, according to manufacturer's written instructions. Locate fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where conduits pass from interior to exterior locations.
 - 3. Where otherwise required by NFPA 70.

3.5 RACEWAY PENETRATIONS

- A. Concrete Slabs and Walls: Install sleeves during erection of slabs and walls, unless core-drilled holes or formed openings are used.
- B. Fire-Rated Assemblies: Install sleeves and seal with firestop for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall. Cut sleeves to length for mounting flush with both surfaces of walls or extend sleeves installed in floors 2-inches above finished floor level.
- C. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- D. Roof Penetrations: Utilize roof curbs and internal wireways for equipment where available. Provide flexible, boot-type flashing units applied in coordination with roofing work where individual raceways penetrate the roof.
- E. Aboveground, Exterior-Wall Penetrations: Seal penetrations using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

3.6 BOX INSTALLATION

- A. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
- B. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
- C. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.

3.7 ENCLOSURE AND CABINET INSTALLATION

- A. Install hinged-cover enclosures and cabinets and rigid without distortion of box. Support at each corner.

3.8 CABLE TRAY INSTALLATION

- A. Comply with recommendations in NEMA VE 2. Install as a complete system, including all necessary fasteners, hold-down clips, splice-plate support systems, barrier strips, hinged horizontal and vertical splice plates, elbows, reducers, tees, and crosses.
- B. Remove burrs and sharp edges from cable trays.
- C. Fasten cable tray supports to building structure.
 - 1. Install cable trays with enough space to permit access for installing cables
 - 2. Place supports so that spans do not exceed maximum spans on schedules.
 - 3. Construct supports from channel members, threaded rods, and other appurtenances furnished by cable tray manufacturer. Arrange supports in trapeze or wall-bracket form as required by application.
 - 4. Locate and install supports according to NEMA VE 1.
- D. Make connections to equipment with flanged fittings fastened to cable tray and to equipment. Support cable tray independent of fittings. Do not carry weight of cable tray on equipment enclosure.
- E. Install expansion connectors where cable tray crosses building expansion joint and in cable tray runs that exceed dimensions recommended in NEMA VE 1. Space connectors and set gaps according to applicable standard.
- F. Make connections and changes in direction and elevation using standard fittings.
- G. Install barriers to separate cables of different systems, such as power, communications, and data processing; or of different insulation levels.
- H. After installation of cable trays is completed, install warning signs in visible locations on or near cable trays.
- I. Install cables only when cable tray installation has been completed and inspected.
- J. Fasten cables on horizontal runs with cable clamps or cable ties as recommended by NEMA VE 2. Tighten clamps only enough to secure the cable, without indenting the cable jacket. Install cable ties with a tool that includes an automatic pressure-limiting device.
- K. On vertical runs, fasten cables to tray every 18 inches. Install intermediate supports when cable weight exceeds the load-carrying capacity of the tray rungs.
- L. Install covers after installation of cable is completed.
- M. Install an insulated equipment grounding conductor with cable tray, in addition to those required by NFPA 70. Ground cable trays according to manufacturer's written instructions.

3.9 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

3.10 CLEANING

- A. Surface Raceways: Clean exposed surfaces as recommended by manufacturer.

END OF SECTION 260533

SECTION 260543 - UNDERGROUND RACEWAYS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes underground raceways, fittings, **handholes and boxes** for electrical wiring.

1.3 DEFINITIONS

- A. RNC: Rigid nonmetallic conduit.
- B. RTRC: Reinforced thermosetting resin conduit.

1.4 SUBMITTALS

- A. Product Data: Include data indicating dimensions, finishes, and accessories for **handholes**.
- B. Shop Drawings: Include plans, elevations, sections, and details for the following:
 - 1. For **handholes**, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.
 - f. Ladder details for manholes.

1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with NECA 1.
- C. Comply with IEEE C2.

1.6 COORDINATION

- A. Coordinate layout and installation of conduit, manholes, handholes, and pull boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. Rigid Steel Conduit: ANSI C80.1.
- B. RNC: NEMA TC 2, Schedule 40 or Schedule 80.
- C. RTRC: NEMA TC 14.
- D. Fittings: NEMA FB 1, compatible with conduit used.
 - 1. Rigid Steel Conduit: NEMA FB 1.
 - 2. RNC: NEMA TC 3.
 - 3. RTRC: NEMA TC 14.

2.2 RACEWAY SLEEVES

- A. Steel Pipe Sleeves: ASTM A 53, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Sleeves for Rectangular Openings: 24-gage galvanized sheet steel of length to suit application.

2.3 HANDHOLES AND BOXES

- A. Description: Comply with SCTE 77, for flush burial and have integral closed bottom. Weatherproof cover, secured by tamper-resistant locking devices, rated for structural load consistent with enclosure, nonskid finish with minimum coefficient of friction of 0.50. Conduit-terminating fittings shall mate with entering raceways for secure, fixed installation in enclosure wall.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products.
 - b. Carson Industries.
 - c. CDR Systems Corporation.
 - d. Hubbell-Quazite.
 - e. NewBasis.

2.4 PRECAST CONCRETE HANDHOLES AND BOXES

- A. Description: Comply with ASTM C 858, factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open-bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or pull box. Nonskid cover finish with minimum coefficient of friction of 0.50.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Christy Concrete.
 - b. Elmhurst-Chicago Stone
 - c. Oldcastle Precast.
 - d. Utility Concrete Products.
2. Frame and Cover: Weatherproof cast-iron frame, with cast-iron cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing stainless-steel bolts.
3. Extensions and Slabs: Designed to mate with bottom of enclosure. Same material as enclosure. Extension shall provide increased depth of 12 inches. Slab with same dimensions as bottom of enclosure, and arranged to provide closure.
4. Windows: Precast openings in walls, arranged to match dimensions and elevations of approaching raceways plus an additional 12 inches vertically and horizontally to accommodate alignment variations.
 - a. Windows shall be located no less than 6 inches from interior surfaces of walls, floors, or frames and covers of handholes, but close enough to corners to facilitate racking of cables on walls.
 - b. Window opening shall have cast-in-place, welded wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct banks.
 - c. Window openings shall be framed with at least two additional No. 4 steel reinforcing bars in concrete around each opening.
5. Raceways Entrances in Handhole Walls: Cast end-bell fitting of type and size in wall for each entering raceway. Align with elevations of approaching raceways and near interior corners of handholes to facilitate racking of cable.
6. Cover Legend: Molded lettering, as indicated for each service.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation.
 1. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 UNDERGROUND RACEWAY APPLICATION

- A. Underground Conduit for Electric Feeders: RNC, Schedule 40, unless noted otherwise.
- B. Underground Conduit for Electric Branch Circuits: RNC, Schedule 40, unless noted otherwise.
- C. Underground Conduit for Telephone, Communications, or Data Utility Service Cables: RNC, Schedule 40, unless noted otherwise.

3.3 EXCAVATION AND BACKFILL

- A. Excavation, Trenching, and Backfill:

1. Cut and patch existing pavement in the path of underground ducts and utility structures according to Division 01 Section "Cutting and Patching."

3.4 UNDERGROUND RACEWAY INSTALLATION

- A. Complete raceway installation before starting conductor installation. Use temporary closures to prevent foreign matter from entering raceways.
- B. Slope: Pitch conduit a minimum slope of 1:300 down away from buildings and equipment.
- C. Routing: Install raceways at proper elevations.
 1. Run parallel or banked raceways together.
 2. Route underground raceways with a minimum of bends, in the shortest practical distance considering other underground utilities and obstructions, unless otherwise indicated.
- D. Bends: Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
 1. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
 2. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
 3. Arrange stub-ups so curved portions of bends are not visible above the finished grade.
- E. Fittings, Joints and Terminations: Join raceways with fittings designed and approved for the purpose and make joints and terminations tight.
 1. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder.
 2. Use insulating bushings to protect conductors.
 3. Protect stub-ups above finished grade from damage.
 4. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
 5. RNC Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join pipe and fittings according to ASTM F 402, ASTM D 2564, and ASTM F 656.
- F. Pull Wires: Install pull wires in empty raceways.
 1. Raceways For Electric Telephone, Communications, or Data Utility Service Cables: Comply with Utility company requirements.
 2. Raceways for Electric Branch Circuits: Use monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- G. Direct-Buried Conduit: 1-inch minimum size, unless noted otherwise.
 1. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor. Provide adapters for change in raceway material as required.
 2. For stub-ups at equipment, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation.

- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.

3.5 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes and boxes with bottom below the frost line.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.6 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

3.7 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION 260533

SECTION 260553 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes identification for electrical equipment, materials, and installations.

1.3 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with ANSI A13.1.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with UL 969.

1.4 COORDINATION

- A. Coordinate installation of identification after completion of field-finished surfaces where identification is applied to such surfaces.
- B. Coordinate installation of identification prior to installation of acoustic ceilings, access panels, and similar concealments.

PART 2 - PRODUCTS

2.1 RACEWAYS AND METAL-CLAD CABLES

- A. Raceways Carrying Circuits at More Than 600V: Preprinted, flexible self-adhesive vinyl labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
 - 1. "DANGER--HIGH VOLTAGE" inscription with 2-inch high black letters on an orange field.
- B. Raceways Carrying Circuits at 600 V or Less:
 - 1. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, colored acrylic sleeve, 2-inches wide, with diameter sized to suit raceway being identified.

2. Self-Adhesive Colored Vinyl Tape: Heavy-duty, fade resistant, 2-inch wide. Waterproof and compounded when used in exterior applications.
3. Paint: Comply with Division 09 for paint materials and application requirements.
4. Factory-Applied Color Coating.

2.2 CABLES AND CONDUCTORS

- A. Factory-Applied Conductor Color: Color the entire length of the conductors for sizes No. 10 AWG or smaller for phase conductors, and No. 6 AWG or smaller for grounded conductors.
- B. Field-Applied Conductor Color: Self-adhesive colored vinyl tape, 3-mils thick, 1-inches wide for sizes larger than No. 10 AWG for phase conductors, and No. 6 AWG for grounded conductors.
- C. Heat-Shrink Markers: White polyolefin sleeves, text applied with compatible printer.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with preprinted letters and numbers.

2.3 ELECTRICAL EQUIPMENT

- A. Nameplates: Engraved, melamine plastic laminate stock, punched for fasteners, white letters on a black field. Provide a single line of text with 1/2-inch-high lettering on 1-1/2-inch-high stock; where two lines of text are required, use 2-inch-high stock.
- B. Labels: Self-adhesive polyester label, machine printed.
- C. Warning Labels: Self-adhesive polyester label with clear protective overlay, machine printed. Labels shall include, but are not limited to, the following legends:
 1. Arc Flash and Shock Hazard Warning: "DANGER--ARC FLASH AND SHOCK HAZARD. APPROPRIATE PERSONAL PROTECTION EQUIPMENT REQUIRED."
 2. Multiple Power Source Warning: "DANGER--ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 3. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."
- D. Fasteners for Nameplates: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

2.4 SIGNAGE

- A. Baked-Enamel Signs for Interior Use: Preprinted aluminum signs, punched for fasteners, with 1/4-inch grommets in corners for mounting. Colors, legend, and size as required for application.
- B. Metal-Backed, Butyrate Signs for Exterior Use: Cellulose-acetate butyrate signs, weather-resistant, fade-resistant, preprinted, with 1/4-inch grommets in corners for mounting. Colors, legend, and size as required for application.
- C. Emergency Operating Instruction Signs: White lettering on a red background with minimum 3/8-inch-high letters for emergency instructions.

- D. Fasteners for Signage: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

2.5 FLOOR MARKING TAPE

- A. 5-mils thick, 2-inch wide, pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.6 MOTORS

- A. Tags: Stainless steel disc, approximately 1- inch diameter, complete with hole for seven strand stainless steel wire. Stamp tag with equipment designation and circuit, in 1/4-inch high letters.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install identification according to manufacturer's written instructions in a secure manner, located for most convenient viewing without interference with operation and maintenance of equipment.
- B. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- C. Accessible Raceways and Exposed Cables: Locate at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
 - 1. Color-Coding: Refer to Conductor and Conduit Color Coding Schedule on Drawings. Each color-coding band or tape shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side.
 - 2. Paint: Coordinate with Division 09.
 - 3. Raceways Carrying Circuits More Than 600V: Identify at 10-foot intervals.
- D. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
- E. Conductors: Identify conductors and cables in enclosures and at junction boxes, terminals, and pull points.
 - 1. Color-Coding: Refer to Conductor and Conduit Color Coding Schedule on Drawings. For field-applied tape, apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape without tension to prevent possible unwinding. Locate tape to avoid obscuring factory conductor markings.
 - 2. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
 - 3. Multiple Power Conductors in Same Enclosure: Identify each conductor with source and circuit number. Use color coding for voltage and phase indication.

4. Multiple Control and Communications Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color coding, or cable marking tape.
 5. Control Wiring: Label both ends of conductor with control wire number as indicated on schematic and wiring diagrams, and manufacturer's shop drawings and Operation and Maintenance Manual.
- F. Pull Boxes and Junction Boxes: Identify source and circuit number.
1. Exposed Boxes: Identify on inside of cover with label or written in permanent marker.
 2. Boxes Above Finished Ceilings: Identify on outside of cover with label or written in permanent marker.
- G. Wiring Device Boxes: Identify source and circuit number with label on inside of wallplate.
- H. Electrical Equipment: Identify each unit of equipment, consistent with wiring diagrams and schedules.
1. Nameplates: Apply identification to systems including power, lighting, control, communication, signal, monitoring, and alarm systems, unless equipment is provided with its own self-explanatory identification. Identify the following equipment:
 - a. Panelboards, enclosures, and electrical cabinets.
 - b. Access doors and panels for concealed electrical items.
 - c. Switchboards.
 - d. Transformers.
 - e. Enclosed switches.
 - f. Enclosed controllers.
 - g. Variable-speed controllers.
 - h. Push-button stations.
 - i. Contactors.
 - j. Remote-controlled switches, dimmer modules, and control devices.
 - k. Battery-inverter units.
 - l. Power-generating units.
 - m. UPS equipment.
 - n. Telephone switching equipment.
 - o. Fire alarm master station or control panel.
 - p. Security-monitoring master station or control panel.
 2. Warning Labels for Electrical Equipment: Install where indicated or required to ensure safe operation and maintenance of electrical systems and of items to which they connect.
 - a. Install Arc Flash and Shock Hazard labels at the following equipment:
 - 1) Panelboards.
 - 2) Transformers.
 - 3) Equipment control panels.
- I. Signage: Install warning, caution, and instruction signs where indicated or required to ensure safe operation and maintenance of electrical systems and of items to which they connect.
- J. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

- K. Motors: Attach tag with chain to outside of motor or equipment.

END OF SECTION 260553

SECTION 260923 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following lighting control devices:
 - 1. Time switches.
 - 2. Photoelectric switches.
 - 3. Indoor occupancy sensors.
 - 4. Emergency shunt relays.
- B. Related Sections include the following:
 - 1. Division 26 Section "Classroom Lighting Controls" for classroom lighting control system.
 - 2. Division 26 Section "Wiring Devices" for wall-box dimmers, wall-switch occupancy sensors, and manual light switches.

1.3 DEFINITIONS

- A. LED: Light-emitting diode.
- B. PIR: Passive infrared.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show installation details for occupancy and light-level sensors.
 - 1. Interconnection diagrams showing field-installed wiring.
 - 2. Reflected Ceiling Plans - not less than 1/8" showing proposed sensor locations and quantities.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.6 COORDINATION

- A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Acuity Brands.
 - 2. Hubbell
 - 3. Leviton
 - 4. Lutron
 - 5. LSI Industries
 - 6. Square D; Schneider Electric.
 - 7. Watt Stopper (The).

2.2 INDOOR PHOTOELECTRIC SWITCHES

- A. Ceiling-Mounted Photoelectric Switch: Solid-state, light-level sensor unit, with separate relay unit, to detect changes in lighting levels that are perceived by the eye. Cadmium sulfide photoresistors are not acceptable.
 - 1. Sensor Output: Contacts rated to operate the associated relay, complying with UL 773A. Sensor shall be powered from the relay unit.
 - 2. Relay Unit: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Power supply to sensor shall be 24-V dc, 150-mA, Class 2 power source as defined by NFPA 70.
 - 3. Light-Level Monitoring Range: 10 to 200 fc, with an adjustment for turn-on and turn-off levels within that range.
 - 4. Time Delay: Adjustable from 5 to 300 seconds to prevent cycling, with deadband adjustment.
 - 5. Indicator: Two LEDs to indicate the beginning of on-off cycles.
- B. Skylight Photoelectric Sensors: Solid-state, light-level sensor; housed in a threaded, plastic fitting for mounting under skylight, facing up at skylight; with separate relay unit, to detect changes in lighting levels that are perceived by the eye. Cadmium sulfide photoresistors are not acceptable.
 - 1. Sensor Output: Contacts rated to operate the associated relay, complying with UL 773A. Sensor shall be powered from the relay unit.

2. Relay Unit: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Power supply to sensor shall be 24-V dc, 150-mA, Class 2 power source as defined by NFPA 70.
3. Light-Level Monitoring Range: 1000 to 10,000 fc, with an adjustment for turn-on and turn-off levels within that range.
4. Time Delay: Adjustable from 5 to 300 seconds to prevent cycling, with deadband adjustment.
5. Indicator: Two LEDs to indicate the beginning of on-off cycles.

2.3 INDOOR OCCUPANCY SENSORS

A. General Description: Solid-state units with a separate relay unit.

1. Operation: Unless otherwise indicated, do not turn lights on when covered area is occupied, but only turn off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
2. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A. Sensor shall be powered from the relay unit.
3. Relay Unit: Dry contacts rated for 20-A ballast load at 120/277 V. Power supply to sensor shall be 24-V dc, 150-mA, Class 2 power source as defined by NFPA 70.
4. Mounting:
 - a. Sensor: Suitable for mounting in any position on a standard outlet box.
 - b. Relay: Externally mounted through a 1/2-inch knockout in a standard electrical enclosure.
 - c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
5. Indicator: LED, to show when motion is being detected during testing and normal operation of the sensor.
6. Bypass Switch: Override the on function in case of sensor failure.
7. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc; keep lighting off when selected lighting level is present.

B. Dual-Technology Type: Ceiling mounting; detect occupancy by using a combination of PIR and ultrasonic detection methods in area of coverage. Particular technology or combination of technologies that controls on-off functions shall be selectable in the field by operating controls on unit.

1. Sensitivity Adjustment: Separate for each sensing technology.
2. Detector Sensitivity: Detect occurrences of 6-inch-minimum movement of any portion of a human body that presents a target of not less than 36 sq. in., and detect a person of average size and weight moving not less than 12 inches in either a horizontal or a vertical manner at an approximate speed of 12 inches/s.
3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.
4. Detection Coverage (Corridor): Detect occupancy within 90 feet when mounted on a 10-foot-high ceiling. Corridor sensors can be ultrasonic only.
5. Detection Coverage (High Bay Applications): Coordinate sensor placement and quantity with ceiling height per architectural plans. Sensors in gym shall have photo sensor output.

C. Wall Switch Sensors

1. Dual-Technology Type: detect occupancy by using a combination of PIR and ultrasonic detection methods in area of coverage.
2. Sensitivity Adjustment: Separate for each sensing technology.
3. Time Delay Settings: adjustable.
4. Number of poles and switches per drawings.
5. Detection Coverage: 15'x15' area.
6. Color: match wiring device color. Refer to section 262726.

2.4 EMERGENCY TRANSFER DEVICE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Lighting Control and Design, Inc.
 2. Bodine
 3. Side Light
- B. Description: Normally closed, electrically held relay, arranged for wiring in parallel with manual or automatic switching contacts; complying with UL 924.
1. Coil Rating: as required.
 2. Provide single fixture (ETD1) and single circuit (ETD2) types as required by plans.

2.5 TIME SWITCH

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Wattstopper TS-400.
 2. Intermatic EI400.
 3. Hubbell Building Automation TD300.
- B. Description: On/Off pushbutton capable of controlling 0-800W ballasts, with digital LCD readout of time remaining on.
1. Pressing the ON/OFF button will turn the lights on and start the count down of time remaining.
 2. Lights can be turned OFF at anytime by pressing the button a second time.
 3. Time Scrolling: The user can over-ride the preset time by holding the ON/OFF button until the timer starts to count up to a maximum of 12 hours.
 4. Unless otherwise noted on the drawings the time switch shall be set to 2 hours, and Flash and Sound Settings shall be programmed on.

2.6 ASTRONOMICAL TIME SWITCH

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Wattstopper RT-200 (Basis of Design)
 2. Leviton

3. Hubbell Building Automation.
 4. Approved Equals.
- B. Description: Astronomical Time Switch with time-scheduled control, with holiday/daylight savings time adjustments,
1. Capable of a single zone of control.
 2. Each zone can be scheduled on/off and automatically adjust per astronomical time (i.e. lights will turn on at sun set each night and turn off at sun rise each morning).

2.7 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG, or as required by equipment manufacturer. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG, or as required by equipment manufacturer. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 SENSOR INSTALLATION

- A. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.
- B. Sensor placement on the drawings are for schematic purposes only. Adjust locations and quantities as necessary to properly cover each area. Coordinate layout with engineer in submittal process.

3.2 CONTACTOR INSTALLATION

- A. Mount electrically held lighting contactors with elastomeric isolator pads, to eliminate structure-borne vibration, unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.3 WIRING INSTALLATION

- A. Wiring Method: Comply with Division 26 Section "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size shall be 1/2 inch (13 mm).
- B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions, unless otherwise indicated.

- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.4 IDENTIFICATION

- A. Identify components and power and control wiring according to Division 26 Section "Identification for Electrical Systems."
 - 1. Identify controlled circuits in lighting contactors.
 - 2. Identify circuits or luminaries controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

3.5 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with requirements.
 - 2. Operational Test: Verify operation of each lighting control device, and adjust time delays.
- B. Lighting control devices that fail tests and inspections are defective work.

3.6 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting sensors to suit occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.7 DEMONSTRATION

- A. After contract award, but before system installation and rough-in is started, engage a demonstration of proposed control system at owner's facilities with owner and engineer present.
- B. Coordinate demonstration of products specified in this Section with demonstration requirements for low-voltage, programmable lighting control system specified in Division 26 Section "Network Lighting Controls."
- C. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices. Refer to Division 01 Section "Demonstration and Training."

END OF SECTION 260923

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes receptacles, switches, wall plates, cord connections, floor service assemblies.

1.3 DEFINITIONS

- A. GFCI: Ground-fault circuit interrupter.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. Comply with NFPA 70.
- C. Comply with NEMA WD 1.
- D. Comply with NEMA WD 6 and UL 498.
- E. Comply with UL 20.
- F. Comply with UL 943.
- G. Comply with UL514A.

PART 2 - PRODUCTS

2.1 DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide one of the following:
 - 1. Cooper Wiring Devices.
 - 2. Hubbell Wiring Device-Kellems.
 - 3. Leviton Manufacturing.
 - 4. Pass & Seymour.
- B. Straight-Blade Receptacles: 125 V, 20 A, grounding type, NEMA 5-20R, back and side wired.
 - 1. Single Receptacles: Heavy-duty, specification-grade.
 - 2. Duplex Receptacles: Heavy-duty, specification-grade with types, or combinations thereof, as indicated on Drawings.
 - a. GFCI: Personnel protection, feed-through, with indicator light for protection status.
 - b. Isolated-Ground: Grounding screw terminal electrically isolated from mounting strap for equipment ground connections.
 - c. Tamper-Resistant: Integral dual mechanical shutter system to help prevent insertion of foreign objects.
 - d. Weather-Resistant (WR): Additional protection against accelerated aging, cold impact, corrosion, and ultraviolet light exposure. Provide WR devices for all exterior 15A and 20A devices.
 - 3. Twist-Locking Receptacles: Single receptacles, heavy-duty, industrial-grade, grounding type, with voltage ratings, amperage ratings, and NEMA configuration as indicated on Drawings.
 - a. Isolated-Ground: Grounding screw terminal electrically isolated from mounting strap for equipment ground connections.
 - 4. Combination USB/Receptacle Devices: Single receptacle with (2) built in USB Charger.
 - a. USB ports shall be capable of charging two devices simultaneously.
- C. Switches: 120/277 V, 20 A, heavy-duty, quiet-type, specification-grade, grounding type, back and side wired.
 - 1. Snap Switches: Toggle switch, with number of poles, switching configuration types, or combinations thereof, as indicated on Drawings.
 - a. Pilot Light Switches: Illuminated when switch is on.
 - 2. Key-Operated Switches: Factory-supplied key in lieu of switch handle with number of poles, switching configuration types, or combinations thereof, as indicated on Drawings.
 - 3. Three-Position Switches: Single-pole, double-throw, maintained contact, center-off.
- D. Wall Plates: Standard-size single and combination types to match corresponding wiring devices. Plate-securing metal screws with head color matching plate finish.
 - 1. Finished Spaces: 302 stainless steel.

2. Unfinished Spaces: Metal, 302 stainless steel finish.
 3. Damp Locations: Listed, cast aluminum with spring-loaded lift cover.
 4. Wet Locations: Listed, cast aluminum weatherproof in-use cover, NEMA type 3R, with lockable cover.
- E. Finishes: Colors as specified, unless otherwise indicated or required by NFPA 70 or device listing.
1. Connected to Normal Power System: Match existing.
 2. Connected to Emergency Power System: Match existing.
 3. Isolated-Ground Receptacles: Match existing.

2.2 PENDANT CORD-CONNECTOR DEVICES

- A. Description: Matching, locking-type NEMA L5-20P plug and NEMA L5-20R receptacle body connector; NEMA L5-20P and L5-20R, heavy-duty grade. Nylon body plug with screw-open cable-gripping jaws and woven wire-mesh, galvanized-steel cord grip.

2.3 CORD AND PLUG SETS

- A. Description: Type SOW cord, with nylon body plug with cable-clamping jaws. Voltage ratings, current ratings, and number of conductors matched to requirements of equipment being connected.

2.4 CORD REELS

- A. General Requirements
1. Provide with a plug and 5' cord for input power.
- B. Commercial/Standard Duty Cord Reels
1. Provide Hubbell Wiring Devices HBLC series, or equal.
 2. Cord Type: 12/3 SJTW.
 3. Power Cord Length: 25'.
 4. Device Type: Device box with duplex GFIC receptacle.
 5. Device Type: Device box with quad GFIC receptacle.

2.5 FLOOR SERVICE ASSEMBLIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Hubbell Wiring Device-Kellems.
 2. Thomas & Betts.
 3. Wiremold.
- B. Floor Service Boxes: Modular, recessed-type, stamped steel, suitable for floor type and depth, fully adjustable, with carpet flange, with quantity and types of devices as indicated on Drawings.
1. Compartments: Barrier separates power wiring from communication cabling.
 2. Service Plate: Rectangular, die-cast aluminum with satin finish.

2.6 INSTALLATION

- A. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- B. Install **devices** plumb, level, and secured tight to mounting surface. Repair wall finishes when standard device plates do not fit flush or do not cover rough wall opening.
- C. Protect devices during painting. Install wall plates after painting is complete.
- D. Dimmers: Install dimmers within terms of their listing and according to manufacturer's written instructions. Derate for ganging as required. Do not share neutral conductor on load side.
- E. Coordinate locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.
- F. Provide Tamper-resistance receptacles throughout the entire building.

2.7 CONNECTIONS

- A. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
- B. Connect wiring device grounding terminal to branch-circuit equipment grounding conductor and to outlet box with bonding jumper.
- C. Isolated-Ground Receptacles: Connect wiring device grounding terminal to isolated-ground conductor.
- D. Tighten unused terminal screws on the device.

2.8 CORD REEL INSTALLATION

- A. General Installation Requirements
 - 1. Install to structure/ceiling per manufacturer's instructions.
 - 2. Provide a receptacle (matching cord reel plug) with-in 1'-2' of cord reel for cord reel to plug into.
 - 3. Adjust stopping mechanism to maintain minimum cord length – Coordinate with owner in the field.

2.9 FIELD QUALITY CONTROL

- A. Tests wiring devices for proper polarity and ground continuity. Operate each device a minimum of six times.
- B. Test GFCI receptacle operation according to manufacturer's written instructions.
- C. Replace damaged or defective components.

2.10 CLEANING

- A. Prior to installation of devices, clean interior of outlet boxes.

END OF SECTION 262726

SECTION 265000 - LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior lighting fixtures, light engine, power supply, and accessories.
 - 2. Emergency lighting units.
 - 3. Exit signs.

1.3 DEFINITIONS

- A. Fixture: Complete lighting fixture, emergency lighting unit, or exit sign.
 - 1. Fixtures include light engine, power supply, parts, and accessories for light distribution, positioning and protecting components, support, and connection to power supply.
 - 2. Exit signs and emergency lighting units with battery power include the internal battery with means of controlling and charging.

1.4 SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include complete data on features, accessories, finishes, and the following:
 - 1. Physical description of lighting fixture including dimensions.
 - 2. Emergency lighting units including battery and charger.
 - 3. Power Supply including actual wattage and control wiring.
 - 4. Physical description of exterior poles, including dimensions, mounting data, and anchoring data.
 - 5. Light Engine, including rated average life, initial lumens, mean lumens, correlated color temperature, color-rendering index, and mercury content.
 - 6. Photometric data and adjustment factors based on independent laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type.
- B. Field quality-control reports.
- C. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals specified in Division 01.

1. Provide a list of all lamp and light engine types used on Project; use ANSI and manufacturers' codes.
2. Provide a list of all power supply types used on Project with manufacturers' codes.

1.5 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910, complying with the IESNA Lighting Measurements Testing & Calculation Guides.
- B. Comply with NFPA 70.
- C. Comply with UL 1598 for fixtures.
- D. Comply with UL 924 for exit signs, emergency lighting units, and emergency power supplies.
- E. Comply with UL 1574 for track lighting.
- F. Comply with UL 1598 for Solid state lighting (LED).

1.6 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store poles on decay-resistant-treated skids at least 6 inches above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation. Retain factory-applied pole wrappings on poles until immediately prior to pole installation. Handle poles with web fabric straps.

1.8 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. Light Engines and Driver: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
 2. Plastic Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 3. Emergency battery pack: One for every 50 of each type and rating installed. Furnish at least one of each type.
 4. Power Supply: One for every 100 of each type and rating installed. Furnish at least one of each type.
 5. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

PART 2 - PRODUCTS

2.1 LIGHT FIXTURES

- A. Products: For each fixture type, subject to compliance with requirements, provide product indicated in the Lighting Fixture Schedule on Drawings or comparable product by one of the other manufacturers specified on the schedule.
- B. Finishes: Standard, except as otherwise indicated, applied over corrosion-resistant treatment or primer, free of streaks, runs, holidays, stains, blisters, and similar defects.
 - 1. Where note "standard color selected by Architect" is included in the fixture schedule. Color samples for standard colors shall be submitted for review and selection by Architect.
 - 2. Where note "custom color selected by Architect" is included in the fixture schedule. Custom RAL color samples shall be submitted for review and selection by Architect.
- C. Troffers – In addition to requirements listed on the fixture schedule, include the following options:
 - 1. Acrylic Diffusers: .125 inch prismatic virgin acrylic A12 lens. UV stabilized.
 - 2. Flat Steel Door
 - 3. Steel construction.
- D. Solid State Lighting (LED Luminaires):
 - 1. Comply with IES LM-79.
 - 2. CRI 75 (minimum).
 - 3. Color consistency comply with NEMA SSL 3.
 - 4. B70 rating at least 50,000 hours per IES LM-80.

2.2 LED DRIVERS

- A. Products: Subject to compliance with requirements, provide products by one of the following manufacturers:
 - 1. Philips Advance.
 - 2. General Electric.
 - 3. Osram Sylvania.
 - 4. Universal Lighting Technologies.
- B. Requirements.
 - 1. Electronic Type – with sound rating "A".
 - 2. Comply with NEMA SSL-1.
 - 3. Minimum Efficiency – 85%
 - 4. Total Harmonic Distortion (THD) – less than 20%
 - 5. Dimming – 0-10V type. Down to 10%, unless otherwise noted on the schedule.

2.3 LAMPS

- A. Products: For each fixture type, subject to compliance with requirements and compatible with fixtures and power supply provided listed in fixture schedule, provide product by one of the following manufacturers:
 - 1. General Electric.
 - 2. Philips Lighting.
 - 3. Osram/Sylvania.
- B. LED Lamps
 - 1. General Requirements
 - a. Screw in Socket compatible with provided fixture.
 - b. Lamp shall be compatible with provided line voltage dimmer.
 - 2. LED PAR 30
 - 3. LED PAR 38
 - 4. LED 15W

2.4 EMERGENCY LIGHTING INVERTER SYSTEM

- A. Products: Subject to compliance with requirements, provide product by one of the following manufacturers:
 - 1. Dual Lite
 - 2. Myers Power Products
 - 3. Philips Bodine
- B. General Requirements
 - 1. UL 924 Listed.
 - 2. Enclosure Type: Nema 1
 - 3. Runtime: 90 minutes at Full Load.
 - 4. Voltage: Refer to Plans
 - 5. Maximum Power Rating: Refer to Plans
 - 6. Output Circuit Breakers: Refer to Plans
 - 7. Integral Maintenance Bypass Switch

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Mount or install fixtures level, plumb, and square with ceilings and walls. Secure according to manufacturer's written instructions and approved Shop Drawings. Install lamps.
- B. Support recessed or semi-recessed fixtures in lay-in grid ceilings from grid.
 - 1. Install two support wires for each fixture, located not more than 6 inches from fixture corners.
 - 2. Install support clips to each fixture and to ceiling grid members at or near each fixture corner.

3. Center fixtures smaller than ceiling grid size in center of ceiling tile and support independently with at least two 3/4-inch metal channels spanning and secured to ceiling tees.

C. Suspended Lighting Fixture Support:

1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
4. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.

3.2 FIELD QUALITY CONTROL

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
- B. Give advance notice of dates and times for field tests.
- C. Test for Emergency Lighting: Interrupt normal power supply to demonstrate proper operation. Verify transfer from normal power to emergency power source and retransfer to normal. Replace and repair malfunctioning fixtures and components and retest until all fixtures operate properly.
- D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.3 CLEANING

- A. Clean fixtures after installation using materials and methods recommended by manufacturer. Protect fixtures from dirt and debris during remainder of construction.
- B. Immediately prior to final inspection, for Substantial Completion, clean fixtures. Inspect, adjust, repair, replace, and re-clean fixtures to meet requirements.

END OF SECTION 265000