

TECHNICAL SPECIFICATIONS

For

Mansfield Township School District
Security Vestibules

Prepared By

The Design Collaborative
Architects and Planners, P.A.
1940 Route 9 North
Cape May Court House, NJ 08210-1110
609-465-4111

Linda M. Viventi, AIA, NCARB, LEED AP, BD&C

December, 2019

Architect's Commission Number: 8046-8047
State Plan Numbers: 2960-030-20-1000 & 2960-040-20-1000

BOOK 1 OF 1

Louis J. DeLosso, President
NJ License # 21AI00984100

Drew C. Dingler, Vice President
NJ License # 21AI01088800

Linda M. Viventi, Vice President
NJ License # 21AI01090200

Table of Contents Generated by MasterWorks: 1/3/2020

Division	Section Title	Pages
PROCUREMENT AND CONTRACTING DOCUMENTS GROUP		
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS		
011000	ADVERTISEMENT FOR BIDS	2
001150	LIST OF DRAWING SHEETS	1
002100	INSTRUCTIONS TO BIDDERS	9
003110	PROJECT SCHEDULE	3
003120	MILESTONE DATES AND LIQUIDATED DAMAGES	3
004000	BID SUBMITTAL CHECKLIST	2
004110	BID FORM	5
004205	LIST OF SUBCONTRACTORS	2
004210	COMPANY RESOLUTION	1
004220	STATEMENT OF OWNERSHIP DISCLOSURE	2
004230	CERTIFICATION OF AUTHORITY, VERACITY, RELIANCE, NON-COLLUSION AND NON-DEBARMENT	1
004310	BID BOND	2
004320	CONSENT OF SURETY	1
004321	SURETY COMPANY & AGENCY INFORMATION	1
004410	TREASURY, NJSDA, AND PUBLIC WORKS CERTIFICATION	1
004420	DPMC 701 / TOTAL AMOUNT OF UNCOMPLETED CONTRACTS	1
004430	AFFIDAVIT OF NO MATERIAL ADVERSE CHANGE IN STATUS	1
004440	COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT	1
004450	AFFIRMATIVE ACTION QUESTIONNAIRE	1
004460	CONTRACTOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	2
004470	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	2
005200	SAMPLE CONTRACT FOR CONSTRUCTION	1
	AIA DOCUMENT A101-2017	
005300	GENERAL CONDITIONS FOR CONSTRUCTION	1
	AIA DOCUMENT A201-2017	70
006519	RELEASE OF LIABILITY REGARDING CAD DISC	2
007316	INSURANCE REQUIREMENTS	2
007319	PROJECT SAFETY PLAN	16
007336	EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS	1
	EXHIBIT B	4
007339	SEXUAL HARASSMENT STATEMENT	1
007343	WAGE RATE REQUIREMENTS	2
007356	WORKER AND COMMUNITY RIGHT TO KNOW ACT REQUIREMENTS	1
007371	TAX EXEMPTION	1
007372	BUSINESS REGISTRATION ACT REQUIREMENTS	2
007373	NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY REQUIREMENTS	4
DIVISION 01 - GENERAL REQUIREMENTS		
011000	SUMMARY	5
012100	ALLOWANCES	5
012200	UNIT PRICES	2

012300	ALTERNATES	2
012600	CONTRACT MODIFICATION PROCEDURES	3
012900	PAYMENT PROCEDURES	5
013100	PROJECT MANAGEMENT AND COORDINATION	8
013200	CONSTRUCTION PROGRESS DOCUMENTATION	9
013216	CPM SCHEDULE	6
013300	SUBMITTAL PROCEDURES	11
014200	REFERENCES	17
015000	TEMPORARY FACILITIES AND CONTROLS	5
016000	PRODUCT REQUIREMENTS	7
016500	AMERICAN GOODS AND PRODUCTS	1
017300	EXECUTION	5
017329	CUTTING AND PATCHING	4
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	3
017700	CLOSEOUT PROCEDURES	4
017823	OPERATION AND MAINTENANCE DATA	7
017839	PROJECT RECORD DOCUMENTS	5
017900	DEMONSTRATION AND TRAINING	3

DIVISION 02 - EXISTING CONDITIONS

020700	SELECTIVE DEMOLITION	7
--------	----------------------	---

DIVISION 04 - MASONRY

042000	UNIT MASONRY	13
--------	--------------	----

DIVISION 05 - METALS

055000	METAL FABRICATIONS	11
--------	--------------------	----

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061053	MISCELLANEOUS ROUGH CARPENTRY	7
062023	INTERIOR FINISH CARPENTRY	4

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

078413	PENETRATION FIRESTOPPING	9
078446	FIRE-RESISTIVE JOINT SYSTEMS	10
079200	JOINT SEALANTS	9
079500	EXPANSION CONTROL	6

DIVISION 08 - OPENINGS

081113	HOLLOW METAL DOORS AND FRAMES	10
081416	FLUSH WOOD DOORS	7
083343	FIRE AND SMOKE CURTAIN OPENING PROTECTIVES	6
083344	APPLIED IMPACT PROTECTION FILM SYSTEMS	3
085653	SECURITY WINDOWS	11
087100	DOOR HARDWARE	22
088000	GLAZING	10

DIVISION 09 - FINISHES

092216	NON-STRUCTURAL METAL FRAMING	7
092900	GYPSON BOARD	6

095113	ACOUSTICAL PANEL CEILINGS	11
096519	RESILIENT TILE FLOORING	9
096780	RESILIENT BASE AND ACCESSORIES	5
096814	TILE CARPETING	7
099123	INTERIOR PAINTING	8
099600	HIGH-PERFORMANCE COATINGS	5
DIVISION 10 - SPECIALTIES		
104413	FIRE EXTINGUISHER CABINETS	5
DIVISION 22 - PLUMBING		
220500	COMMON WORK RESULTS FOR PLUMBING	13
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)		
230500	COMMON WORK RESULTS FOR HVAC	11
DIVISION 26 - ELECTRICAL		
260500	COMMON WORK RESULTS FOR ELECTRICAL	4
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	5
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	5
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	6
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	11
262726	WIRING DEVICES	8

END OF TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS**Mansfield Township School District**

MANSFIELD TOWNSHIP SCHOOL DISTRICT hereby requests sealed bids for: **8046-8047 Mansfield Schools Security Vestibules.**

Sealed bids will be received for the following contract:

Overall Lump Sum

Bids must be enclosed in a sealed envelope bearing the name of the Bidder and the Work being bid including Project No. 8046-8047 on the outside lower right-hand corner of the envelope.

BID OPENING DATE: Sealed bids will be received by the Mansfield Township School District, 200 Mansfield Road East, Columbus, NJ 08022; Attention: Ms. Danielle Morolda, Business Administrator/ Board Secretary on **Wednesday, January 22, 2020 at 2:00pm**. Bids will be publicly opened and read aloud immediately thereafter in the School District's Conference Room.

PRE-BID CONFERENCE: A pre-bid meeting will be held at Mansfield Elementary School, 200 Mansfield Road East, Columbus, NJ 08022 on **Wednesday, January 8, 2020 at 10:00am**. ALL participants are required to sign-in at the Main Office. A walk-through of the Schools will take place following the Pre-Bid Conference. Bidders are strongly urged to attend.

Electronic bid documents may be obtained electronically on/after **Thursday, January 2, 2020** for a non-refundable fee of \$25.00 from:

The Design Collaborative, Architects and Planners, PA
1940 Route 9 North
Cape May Court House, NJ 08210-1110
Phone (609) 465-4111
office@tdc-tvc.com

All fees (deposit checks for plans and specifications) shall be paid directly to **MANSFIELD TWP. SCHOOL DISTRICT.**

Bid documents may be examined by appointment at the offices of The Design Collaborative, Architects & Planners, PA, 1940 Route 9 North, Cape May Court House, NJ 08210-1110.

The Bidder, or its sub-contractors, shall be classified by the State of New Jersey – Division of Property Management and Construction, and the New Jersey Schools Development Authority in the following classifications:

C009 General Construction/Alterations and Additions
C029 Structural Steel and Ornamental Iron
C030 Plumbing
C032 HVACR
C047 Electrical

The Bidder, and any sub-contractor classified under the above categories must present evidence **INCLUDED WITHIN THEIR FORM OF BID**, of their pre-qualifications, including current New Jersey Schools Development Authority (NJSDA), Division of Property Management and Construction

(DPMC) Copy of "Notice of Classification", Current DPMC Copy of "Total Amount of Uncompleted Contracts" and Business Registration Certificate.

Bidding shall be in conformance with the applicable requirements of NJSA 18A:18A-1 et. seq., the Public School Contracts Law.

All questions pertaining to securing Contract Documents, Bidder's Lists, etc. shall be directed to:

The Design Collaborative, Architects & Planners, PA
1940 Route 9 North
Cape May Court House, NJ 08210-1110
Phone (609) 465-4111
office@tdc-tvc.com

All questions pertaining to the contract documents, technical sections, legal documents, and bid submission shall be directed in writing, no later than **12:00 Noon, Thursday, January 9, 2020** to The Design Collaborative, Architects & Planners, PA: fax: (609) 465-9358; email: Office@tdc-tvc.com.

IF NECESSARY, AN ADDENDUM WILL BE ISSUED in accordance with NJSA 18A:18A-1 et. seq, the Public School Contracts Law.

The Mansfield Township School District assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Contract Documents or the receipt or failure to receive bids, including those which may arise from delay for any reason in obtaining the Contract Documents or submitting the Contract Bid Forms, including but not limited to traffic delay, messengering, mis-labeling, mis-directions from any source, mis-delivery or otherwise.

When it is its best interest to do so and to the maximum extent of its discretion under applicable law, the Mansfield Township School District may award the Contract in whole or in part, select any combination of bids and alternates, may waive informalities, and may reject any or all bids:

MANSFIELD TOWNSHIP SCHOOL DISTRICT
DANIELLE MOROLDA, BUSINESS ADMINISTRATOR/BOARD SECRETARY

SECTION 001150 – LIST OF DRAWING SHEETS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section

List of Drawings: All drawings dated: January 2, 2020

John Hydock Elementary School

G0.0 JHES COVER SHEET

A1.0 NOTES AND SCHEDULES
A1.1 PLANS AND ELEVATIONS
A1.2 SCHEDULES AND DETAILS

MPE1.0 MPE PLANS AND NOTES

Mansfield Township Elementary School

G0.0 MTES COVER SHEET

A1.0 NOTES AND SCHEDULES
A1.1 PLANS AND ELEVATIONS

MPE1.0 MPE PLANS AND NOTES

SECTION 002100 INSTRUCTIONS TO BIDDERS

Instructions to Bidders**For the following Project:**

(Name and location or address):

John Hydock Elementary, 19 Locust Avenue, Columbus, NJ 08022-9504

Mansfield Elementary School, 200 Mansfield Road East, Columbus, NJ 08022

The Owner:

(Name and address):

Mansfield Township School District

200 Mansfield Road East

Columbus, NJ 08022

The Architect:

(Name and address):

The Design Collaborative, Architects and Planners, P.A.

1940 Route 9 North

Cape May Court House, New Jersey 08210-1110

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 Form of Agreement Between Owner and Contractor**

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement For Bids, Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The Contract Documents consist of the bidding documents, form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract, change orders, and modifications.

§ 1.2 Definitions set forth in the Contract Documents and the General Conditions of the Contract for Construction, AIA Document A201 as amended, are applicable to the Bidding Documents.

§ 1.3 Addenda are written and/or graphic instruments prepared and issued by the Architect prior to the execution of the Contract that modify, revise, supplement, clarify, and/or interpret the Bidding Documents by additions, deletions, modifications, clarifications, corrections and prior approvals.

§ 1.4 A Bid is a complete, properly prepared and properly executed responsible and responsive proposal to do the Work for the sums and time stipulated therein, submitted in accordance with the Bidding Documents. All Bids, in order to be entitled to consideration must be made in accordance with the Bidding Documents including these Instructions to Bidder.

§ 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 as the base, to which Work may be added or from which Work may be deleted or substituted for the sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to, deducted from, or substituted for the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates may be accepted individually or in any combination as determined by the Owner, that is, accepting a particular alternate shall not be contingent upon selecting any other alternate.

§ 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 Bid Documents.

§ 1.8 A Bidder is a person or entity that possesses the necessary and required qualifications and who submits a bid for a contract with the Owner for the Work described in the Bidding Documents.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 Each Bidder by making his bid represents that:

§ 2.1.1 The Bidder has carefully read and fully understands all of the Bidding Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, as well as other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents and all applicable federal, state and municipal statutes and regulations.

§ 2.1.3 The Bidder has visited the site, become completely familiar with the local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents in accordance with §3.2.2.

§ 2.1.4 The Bid is based solely upon the materials, equipment and systems required by the Bidding Documents, as modified by written addenda, without exception.

§ 2.1.5 The Bid is not based on any verbal instructions contrary to or supplementing the Bidding Documents and addenda.

§ 2.1.6 The Bidder is fully qualified under all applicable State and/or local licensing laws for Contractors in effect at the time and at the location of the work before submitting his bid. Bids shall be accepted only from Bidders who are prequalified by the New Jersey Department of the Treasury, Division of Property Management and Construction (DPMC) and are prequalified by the New Jersey Schools Development Authority (NJSDA) for the classifications as listed in the Advertisement for Bids. The Contractor shall be responsible for determining that all of his sub-bidders, subcontractors or prospective subcontractors are duly licensed in accordance with law and the NJSDA Grant Agreement. Subcontractors must be listed on form provided in Specification Section 004205 –

“List of Subcontractors”. The Bidder, and any sub-contractor classified under the categories listed in the Advertisement for Bids must present evidence INCLUDED WITHIN THEIR FORM OF BID, of their pre-qualifications, including current DPMC Copy of "Notice of Classification", Current DPMC Copy of "Total Amount of Uncompleted Contracts" and Business Registration Certificate.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of Bidding Documents from the issuing office designated in the Advertisement For Bids (Section 001100) for the cost stated therein.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders. No partial sets will be issued.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner, the Architect nor the other Design Professionals assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. The Project Manual and the drawings are complementary of each other and all work called for or reasonably implied by either shall be performed as if called for by both.

§ 3.1.4 The price of the Bidding Documents does not include mailing or shipping. Requests for mailing or shipping Bidding Documents will be honored using Federal Express, UPS, or similar express delivery service provided the addressee furnishes his account number, "street" address and telephone number. Addressee's account will be used for all charges/costs.

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

§ 3.1.6 Bidding Documents may be examined at the office of the Architect. See the beginning of these Instructions to Bidders for the address and telephone number of each. Please call ahead for an appointment to examine the Bidding Documents.

§ 3.1.7 The copyrights to the Bidding Documents are the property of the Mansfield Township School District. The Bidding Documents are not to be copied or transmitted in any form, including manually or electronically, without the express written consent of the Owner. The Bidder is hereby issued a license to reproduce the documents for the purpose of bidding the project and receiving bids from subcontractors. The Bidding Documents are not to be publicly displayed and are to be kept secured.

Deposits shall be refunded only to Bidders submitting Bid Proposals as required and upon returning said plans and specifications to the ARCHITECT in good condition within thirty (30) days after the opening of the Bids.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, with existing conditions at the site, and with other Work being bid concurrently or presently under construction to the extent that it relates to the Work of this Project for which the Bid is submitted.

§ 3.2.2 The Bidder shall visit the Project site and fully inform and acquaint themselves of all existing conditions and limitations under which the Work is to be performed. Contractor shall fully acquaint himself with all surface and subsurface conditions as they exist so that he will fully understand the facilities, difficulties and restrictions attending the execution of the Work under this Contract. The Bidder shall promptly report to the Architect errors, inconsistencies or ambiguities discovered in the Contract Documents.

§ 3.2.3 Bidders requiring clarification or interpretation of the Bidding Documents or having any question shall make a written request to the Architect which must be received by the Architect at least twelve (12) calendar days prior to the date for receipt of Bids.

§ 3.2.4 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.2.5 Any aspect of the Bidding Documents that is subject to more than one reasonable interpretation must be interpreted by the Architect. The Bidder/Contractor does not have the right to choose an interpretation or to form his/her own interpretation. The Architect shall be the sole interpreter of the Documents. By submitting a Bid, Bidders accept the Architect's interpretation.

§ 3.2.6 Bidders shall carefully study and consider federal, state and local laws and regulations that may affect cost, progress, and performance in performance of the Work.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 It is understood and agreed that the Bid submitted is based on furnishing "Standards" as specified and entitles the Owner to require that such materials and/or methods be incorporated in the Work, except substitutions as may be approved in writing by the Architect.

§ 3.3.2 Contractor may offer substitutions for materials, products and equipment. Contractor shall present to the Architect a written guarantee or certification that the substituted material meets the standard of the material specified. See Section 016000, Section 2.2.

§ 3.3.3 Substitution requests will not be considered during bidding. No substitution will be considered unless the Contractor has submitted a written request for approval after the completion of the bidding phase of the Project in accordance with all requirements of Section 016000. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. See detailed substitution request requirements in Section 016000. It shall be the responsibility of the Contractor to include in his request all changes required of the Contract Documents if the substitute proposed product is used. Substitution approval is given contingent upon Contractor being responsible for any costs that may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved. Any and all substitution requests may or may not be considered, at the sole discretion of the Architect. The Architect will be the sole judge of whether a substitution request will or will not be considered and will be the sole judge of whether a substitution under consideration is acceptable or not acceptable. Request for substitutions will only be accepted from prime contractors, not from manufacturers, suppliers or subcontractors.

§ 3.3.4 Products, materials, and equipment required in the Bidding Documents establish minimum quality "Standards" of required function, dimension, appearance, utility, performance and quality that proposed substitutions must meet in order to be considered acceptable. The burden of proof of quality and equality of substitutions rests with the Contractor. The Architect reserves the sole right to determine if the material, products, systems and/or equipment is equal to the specified and is acceptable under this Contract. The right to require the specified products, materials, equipment and systems is reserved to the Architect alone.

§ 3.3.5 If the Architect approves a proposed substitution, such approval will be set forth in writing. Contractor shall not rely upon approvals made in any other manner.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all that are known by the issuing office to have received a complete set of Bidding Documents. Addenda shall be sent by fax, certified mail, or other delivery service that provides certification of delivery to the sender. Only written Addenda prepared and issued by the Architect shall become part of the Bidding Documents. Bidders are responsible for distributing Addenda to their sub-bidders, subcontractors, sub-subcontractors, material suppliers and any other entity affected by the Addenda.

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

§ 3.4.3 Addenda will not be issued less than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date of acceptance of Bids except an Addendum withdrawing the request for Bids or which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder may ascertain from the Architect prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall acknowledge receipt of all Addenda on the Bid Form. It is incumbent upon each Bidder to be proactive and take the effort to ensure that he has received all Addenda. Failure to acknowledge receipt of all issued Addenda shall be cause for rejection of a Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the form included in the Bidding Documents Specification Section 004110.

§ 4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink. Bid must be signed in ink.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations or erasures must be initialed and dated by the signer of the Bid or his authorized representative.

§ 4.1.5 All alternates and/or unit prices shall be bid. Failure to submit alternate prices and/or unit prices will render the bid informal and may cause its rejection. If no change in the Base Bid is required, enter "No Change".

§ 4.1.6 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

§ 4.1.7 Each copy of the bid shall include the legal name of the Bidder and the nature of legal form of the Bidder. The bidder shall provide evidence of legal authority to bid, contract and perform the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount equal to 10% of the Base Bid, not in excess of \$20,000.00, as required by N.J.S.A. 18A:18A-24. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and to 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, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 A surety bond shall be consistent with the requirements of New Jersey law, including but not limited to N.J.S.A. 18A:18A-24. AIA Document A310 is not acceptable as it is not compliant with N.J.S.A. 18A:18A-24. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The Bid Security shall be in favor of the Owner.

§4.2.3 The Bidder's surety company must appear on the New Jersey Department of Banking and Insurance List of Approved Sureties as of the day that the bids are opened and must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury Department Circular 570) as approved for an amount equal to or greater than the Contract amount. No individual acting as a surety will be accepted.

§ 4.2.4 Bid security furnished by the Bidder shall guarantee that the Bidder will, if awarded the Work according to the terms of his Bid, enter into the Contract and furnish Performance and Payment Bonds as required by these Bidding Documents, within ten (10) business days after receipt of the Notice of Award and the Contract. Should the Bidder refuse to enter into such Contract or fail to furnish the required bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

§ 4.2.5 The Bidder shall submit proof of the ability to receive performance and payment bonding for the entire contract sum.

§ 4.2.6 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bids, the Bid security, and all other attached 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.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement For Bids, or any extension thereof made by Addendum. Bids properly received prior to the time and date for the bid opening submitted by invited bidders in accordance with the Bid documents will be opening in public and read aloud at the location designated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will not be accepted and will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Late delivery of a bid for any reason, including late delivery by United States Postal Service Mail, or express delivery service, shall disqualify the bid.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile, or electronically transmitted bids are invalid and shall not receive consideration. Owner shall not consider notations written on the outside of the bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, may be considered, in accordance with §4.1.

§ 4.3.5 The Bidder shall submit one (1) complete original of Bid, with original signatures, plus three (3) complete copies including all attachments. All documents shall be in the order on the Bid Submittal Checklist.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BIDS

§ 4.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time in Paragraph 4.4.5 below, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original bid.

§ 4.4.3 Withdrawn bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

§ 4.4.5 Bids shall be maintained and held good and may not be withdrawn or modified for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

§ 4.4.6 The Bid and all documents submitted in connection with the Bid shall, upon opening, become the property of the Owner.

ARTICLE 5 CONSIDERATION OF BIDS

§5.1 OPENING OF BIDS

In accordance with the Advertisement for Bids, properly submitted Bids received on time will be publicly opened and will be read aloud. The bids may be reviewed immediately upon the conclusion of the reading of the bids. An abstract of the Bids and a copy of any individual bid will be made available to Bidders upon written request to the Owner. A charge may apply for a copy of any document requested.

§5.2 REJECTION OF BIDS

Pursuant to New Jersey law, including but not limited to N.J.S.A. 18A:18A-22, the Owner shall have the right to reject all Bids. A Bid not accompanied by the required bid security or by other data required by the Bidding Documents or a Bid which is in any way incomplete or irregular is subject to rejection.

§5.3 ACCEPTANCE OF BID (AWARD)

§5.3.1 The Contract shall be awarded pursuant to the requirements of New Jersey law. This award should be to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the Owner shall incur no obligation to any Bidder or any other third party until the Agreement Between Owner and Contractor is fully executed. 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 The Owner shall have the sole right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low 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, with 48 hours of request, submit to the Architect, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§6.2 POST AWARD SUBMITTALS

§6.2.1 The Bidder shall, within ten (10) business days after receipt of the Notice of Award of a Contract, furnish to the Owner through the Architect in writing:

- .1 Executed form of Contract (4 originals);
- .2 Performance and Payment bonds in the amount of one hundred percent (100%) of the contract amount (1 original and 3 copies);
- .3 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement. The Owner additionally reserves the right to request a certified copy of the Contractor's insurance policies;
- .4 NJSDA Form E-2: Contractor Certification and Consent;
- .5 New Jersey Division of Contract Compliance Form AA-302; Employee Information Report (if no Certificate of Employee Information has been furnished with the bid documents);
- .6 New Jersey Division of Contract Compliance Form AA-201; Initial Project Workforce Report; and
- .7 if a corporation, the bylaws and a corporate resolution authorizing the signing of the contract.

- .8 if an LLC or limited partnership, a copy of the operating or partnership agreement and a company resolution.
- .9 EO 134 - Contractor Certification and Disclosure of Political Contributions. This may be submitted with the bid submission or with the executed contract.

§6.2.2 The Bidder shall, with ten (10) business days after receipt of the Notice to Proceed, furnish to the Owner through the Architect in writing:

- .1 a directory of the names of all key employees;
- .2 a designation of the Work to be performed with the Bidder's own forces;
- .3 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .4 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.

Pursuant to the requirements of New Jersey law, all information provided must be consistent with the information provided in the Bidding Documents.

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

§6.2.4 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.

§6.3 CONTRACTOR'S INSURANCE

The successful Bidder, as determined by the Owner, shall provide evidence of insurance coverage, including the New Jersey Workers' Compensation Certificate, within ten (10) business days after receipt of the Notice of Award. Reference Article 11 of the General Conditions and Section 007316 / Insurance for specific insurance requirements and limits for this Project.

§6.4 NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

The successful Bidder, as determined by the Owner, shall sign the NJSDA Form E-2 / Contractor Certification and Consent within ten (10) business days after receipt of the Notice of Award. A copy of the Form E-2 is available from the Architect upon written request.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§7.1 BOND REQUIREMENTS

§7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources. The required bonds shall be consistent with the requirements of New Jersey law, including but not limited to the Public School Contracts Law.

§7.1.2 As the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

§7.1.3 The Bidder's bonding company must appear on the New Jersey Department of Banking and Insurance List of Approved Sureties as of the day that the Agreement is signed and must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury Department Circular 570) as approved for an amount equal to or greater than the Contract amount. No individual sureties will be accepted.

§7.2 TIME OF DELIVERY AND FORM OF BONDS

§7.2.1 The Bidder shall deliver the required Bond to the Owner within ten (10) business days after receipt by the Bidder of the Notice of Award, but not later than the date of execution of the Contract.

§7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum. The required bonds shall be consistent with the requirements of New Jersey law, including but not limited to N.J.S.A. 2A:44-147.

§7.2.3 The bonds shall be dated on or before 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 thereto a certified and current copy of his Power of Attorney.

§7.2.5 Simultaneously with the delivery of the Performance and Payment Bonds, the Bidder shall deliver to the Owner a letter from the surety company stating that the Performance and Payment Bonds provide for or that the surety company will provide the Contractor with a Maintenance Bond. The Maintenance Bond shall be in the amount of 10% of the Contract for the maintenance of any defect which may develop during a period of two years from the date of substantial completion, provided such defects, in the judgment of the Owner, are caused by defective or inferior materials or workmanship. The Maintenance Bond shall be submitted to and approved by the Owner before the Final Application for Payment is certified by the Architect.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement of the Work will be written on AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum, as modified herein. The form of Agreement is in Section 005200 of the Project Manual.

ARTICLE 9 OTHER ITEMS

§9.1 CONSTRUCTION FEES & PERMITS

Bidders are reminded that pursuant to the General Conditions, Paragraphs 2.2.2 and 3.7.1 the Contractor shall secure the Building Permit and shall secure all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. The Contractor for General Construction shall submit payment for all permit costs, and the Owner shall reimburse the contractor for all permit fees by way of formal change order.

§9.2 PENALTIES FOR FALSE STATEMENTS

Bidders are reminded that they are subject to substantial penalties under N.J.S.A. 18A:18A-33 for making false statements.

END OF SECTION 002100

SECTION 003110 - PROJECT SCHEDULE

PART 1-GENERAL

1.1 SUMMARY

A. This Section includes:

1. Work Sequence.
2. Contractors Construction Schedule submittal.
3. Contractor's use of premises.
4. Owner Occupancy.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1. Refer to Section 003120 – Milestone Dates and Liquidated Damages.
2. Refer to Section 013216 – CPM Schedule.

1.3 WORK SEQUENCE

A. Project Start: Commence construction activity at the site as soon after the issuance of the Notice to Proceed as required to comply with the specified Project Milestone Dates.

1. Schedule material deliveries to correspond with starting dates so that materials are on site on the required start date.

B. Coordination:

1. Schedule all construction activities at the Site through the Architect to avoid, to maximum extent, interference with other Contractors and the Owner's operations and to meet specified completion dates. It is the responsibility of the Contractor to meet the Milestone Dates in coordination with the Owner's educational schedule.
 - a. Coordinate construction activities through the Architect with school calendar issued by Owner to Contractor to avoid interference with Owner's educational process and operations within building.
2. Coordinate, through the Architect, all interruptions of building services or shutdown of building systems and obtain, through the Architect, prior written approval of proposed schedule of interruptions or shut-downs.
 - a. If, in the Owner's opinion, any such interruption or shut-down will affect the life safety of building occupants, Contractor shall schedule interruption or shut-down at a time acceptable to Owner, at times when classes are not in session, or after normal working hours. Coordinate all changes through the Architect.
 - b. Owner will not make extra payment for overtime outside of normal working hours required by any such interruption or shutdown. If the Contractor requires overtime, this shall be at his own cost and the Contractor shall be responsible for extra costs.

- c. Insure all equipment, fittings, pipe, and similar items required are available before interrupting or shutting-down existing systems.
 - d. Notify all inspectors and representatives of utility companies, municipal officials, Architect and similar parties by letter in advance of required changeovers, tie-ins, removals, and similar operations.
- C. Construction Schedule: At the end of this Section the Owner has attached a preliminary schedule representing an overview of how the project could be scheduled. The Contractor is not bound to this preliminary schedule, but is bound to the Milestone Dates established in Section 003120. The purpose of this schedule is to give each Contractor a foundation for developing their initial schedule. This preliminary schedule does not contain all construction activities required to complete all work shown on the drawings or included in the specifications, however each Contractor shall be responsible to complete all of these required activities within the Milestone Dates established, notwithstanding their omission from Section 003120.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE SUBMITTAL

- A. The General Work Contractor, with the cooperation and input from the other Contractors, shall prepare a CPM Construction Schedule in accordance with the requirements of Paragraph 3.10 of the General Conditions and the requirements of SECTION 013216 – CPM SCHEDULE.

1.5 CONTRACTOR'S USE OF PREMISES

- A. Access to Building: Schedule all construction activities with Owner, through the Architect, to allow Owner full use of building areas and systems for normal educational process.
1. Owner acknowledges the Contractor will require access to Owner-occupied areas, rooms and systems, and intends to cooperate in making rooms and systems available for construction activities outside of school hours.
 2. Notify Architect in advance of any requirements for access to any existing building outside of normal working hours and days.
- B. The 2019-2020 school year calendar can be found at the Districts Website.
1. School schedule and hours of operation: 7:45AM – 3:00PM
- C. **Work Outside Regular Hours: On days when the Contractor is performing work within or adjacent to occupied portions of a school building, no work shall take place before 4:00 PM unless otherwise approved by the Owner.**
1. In the event it becomes necessary for the work to be done on days when school is in session, the contractor shall coordinate with the Architect and with requirements of this specification to minimize any impact on regular school operations.
 2. **During the regular school year as indicated on the District's calendar, the Contractor shall work no earlier than 4:00 PM and no later than 11PM.**
 3. See Specification Section 011000 - Summary, for additional information.
- D. Building Security: Owner will maintain building security at all times for his sole benefit. The Contractor shall adhere to the Owner's security program. Each Contractor retains full responsibility for security and protection of his Work until final acceptance by the Owner.

- E. Maintenance of Building Circulation and Exits: Maintain circulation corridors, exits, and exit stairs unobstructed from equipment and materials, except in areas of construction activity enclosed by temporary partitions.

1.6 OWNER OCCUPANCY

- A. Normal School Year: Owner must maintain a full educational program during the normal school year throughout the duration of the Project and will make full use of buildings and sites, unless otherwise specified.
 - 1. School and special activities may be conducted within the buildings and on sites after regular school hours and on weekends during the normal school year. Contractor shall request approval for access to school facilities a minimum of one week prior to requested use dates.
 - 2. Each Contractor shall maintain free access for Owner's personnel to building and site areas not scheduled for alteration or dimensional change.
 - 3. Owner's personnel will perform normal custodial and maintenance services for building areas and systems not involved in construction activities, unless otherwise indicated.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 003110

SECTION 003120 – MILESTONE DATES AND LIQUIDATED DAMAGES

PART 1-GENERAL

1.1 SUMMARY

- A. This Section describes the requirements for completion of interim milestone events and final completion of all work required by the Contract Documents.
- B. This Section also establishes the relationship of liquidated damages for failure to complete the interim milestone events or final completion requirements within the time requirements stated herein.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
 - 1. Refer to the Section 003110 – Project Schedule.
 - 2. Refer to the Section 013216 – CPM Schedule.

1.3 TIME OF COMPLETION

- A. The Contractor shall complete its work in coordination with the work of its subcontractors and provide his forces and his subcontractors with access to the site so that they may complete their work within the times established.
- B. If the Architect determines that a Contractor is falling behind schedule for any phase of the Work, than the Contractor, upon receipt of a written directive from the Architect shall provide sufficient manpower in order to complete the current Phase on time for occupancy, at no additional cost to the Owner.
- C. Each Contractor shall work overtime, additional shifts, weekends, and/or holidays to complete the work with no additional cost to the Owner.
 - 1. Scarce resources shall not be an excuse for not completing the work on time.
- D. Each Contractor shall execute all required subcontracts and order all materials and equipment required for delivery to the project site to insure that it will meet all milestones on the project schedule in accordance with this Section and the Contract Documents.

1.4 MILESTONE DATES AND LIQUIDATED DAMAGES

- A. Access to Building: Contractor shall schedule all construction activities with Owner, through the Architect, to allow Owner full use of building areas and systems for its use and normal educational process.
 - 1. Owner acknowledges the Contractor will require access to Owner-occupied areas, rooms and systems, and will endeavor to make rooms and systems available for construction activities.
- B. Contractor shall coordinate its work with all other Contractors.

1.5 OWNER OCCUPANCY

- A. The Contractor acknowledges that the liquidated damages are not a penalty, but are utilized because of the difficulty in assessing damages where there is not timely performance of the Work required herein. The Contractor further acknowledges that the Owner will suffer from the disruption in its education program and incur added costs, including, but not limited to, administrative, inspection costs, testing costs, interest, professional fees, etc because of any delays.
- B. The "Substantial Completion" dates noted are dates the referenced spaces are to be made fully available to the Owner for their complete use for the purpose intended, with all required approvals and certificates of occupancy.
- C. The Owner shall deduct from the Contract Price any wages paid by the Owner to any inspectors, Architect, Architect's Consultants and fees for legal services necessarily employed by it on the work of this Project, for any number of days in excess of the number of days or indicated dates allowed in the milestones herein.
- D. In the event of the failure of the Contractor to timely complete the work of any milestone listed herein, the Contractor shall be liable to the Owner for the sum indicated herein for each milestone and shall pay to the Owner the specified sum as liquidated damages for each calendar day of delay until the milestone task is substantially completed.
- E. In the event the Contractor shall miss any milestone dates, no subsequent milestone dates shall be changed as a result there from. In the event of the failure of the Contractor to complete the work of any milestone listed herein, the Contractor is responsible for providing a recovery schedule to meet the remaining original milestone dates, which shall not change.
 - a. In the event that any subsequent interim milestone dates or the final completion date is missed while liquidated damages are being assessed on an earlier milestone, additional liquidated damages shall be assessed for each additional missed milestone.
- F. The liquidated damage amounts are fixed and agreed upon by and between the Contractor and the Owner due to the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain by delays in the project. Such amounts may be retained from time to time by the Owner from the current periodical payments, at the Owner's sole discretion.
- G. The Owner shall have the right to deduct the total amount of any liquidated damages from which the Contractor may be liable from any monies otherwise due the Contractor, including any retainage under control of the Owner.
- H. The Contractor's surety shall be liable for any liquidated damages for which the Contractor may be liable.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 PROJECT MILESTONE DATES

CONTRACTOR	MILE-STONE #	START DATE	COMPLETION DAYS	LIQUIDATED DAMAGES/ DAY OF DELAY	ACTIVITY Calendar dates are based on NTP of March 1, 2020. These dates are to be altered and updated based on the actual date of NTP.
All contractors	1	NTP	14	\$500	All submittals and shop drawings submitted and approved.
	2	NTP	166	\$500	Substantial Completion..
	3	NTP	190	\$750	Final Completion.

Note:

- 1.) The date of the formal "Notice to Proceed" is anticipated to be issued on or about March 1, 2020.
- 2.) Work may be performed 2nd shift in accordance with the school districts academic schedule.
- 3.) No work may be performed during normal school work days.
- 4.) The District's calendar currently plans the last day of the 2020 school year for the students and staff is **Friday June 19, 2020**.
- 5.) School for students and staff reopens on **September 8, 2020**.
- 6.) At no time shall the owner's full use of the facility be impacted.
- 7.) TIME IS OF THE ESSENCE: The times and dates specified in this agreement are vital and mandatory to the contract.

END OF SECTION 003120

SECTION 004000 BID SUBMITTAL CHECKLIST

Name of Bidder: _____

This checklist is provided to assist the Bidder in insuring that its Bid is complete and responsive. It shall, however, remain the sole and exclusive responsibility of each Bidder to insure that its Bid complies with all requirements. This checklist shall be submitted with the required bid forms / certificates to the Owner as part of the Bid Documents. Check off and initial EACH BOX when complete. Shaded cells indicate items not required from subcontractors.

SPEC SECTION	#	BID FORM NAME				
			Contractor	Subcon.	Subcon.	Subcon.
004000	1	BID SUBMITTAL CHECKLIST - INITIALED				
004110-004150	2	FORM OF BID WITH ADDENDA ACKNOWLEDGEMENT				
004205	3	LIST OF SUBCONTRACTORS				
004210	4	COMPANY RESOLUTION				
004220	5	OWNERSHIP DISCLOSURE FORM				
004230	6	CERT. OF AUTHORITY, VERACITY, RELIANCE, NON-COLLUSION & NON DEBARMENT				
004310	7	BID BOND - NOTARY SEAL REQUIRED				
004320	8	CONSENT OF SURETY				
		POWER OF ATTORNEY - NOTARY SEAL REQU.				
004321	9	SURETY COMPANY & AGENCY INFORMATION				
004410	10	PUBLIC WORKS CERT.				
	10a	DPMC CLASSIFICATION				
	10b	NJSDA LETTER OF PREQUALIFICATION				
	10c	BUSINESS REGISTRATION CERTIFICATE				
	10d	PUBLIC WORKS REGISTRATION ACT				
	10e	CERT. OF AUTHORITY TO PERFORM WORK IN NJ				
	10f	TRADE LICENSE (AS APPLICABLE TO TRADE)				
004420	11	DPMC TOTAL AMOUNT OF UNCOMPLETED CONTRACTS. CORPORATE SEAL REQU.				
	11a	LISTING OF UNCOMPLETED CONTRACTS				
004430	12	NO MATERIAL ADVERSE CHANGE IN CIRCUMSTANCE - NOTARY SEAL REQUIRED				
004440	13	COMPLIANCE WITH NJ PREVAILING WAGE ACT				
004450	14	AFFIRMATIVE ACTION PLAN CERTIFICATE				
004460	15	NOTICE OF POLITICAL CONTRIBUTIONS - NOTARY SEAL REQUIRED.				
004470	16	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN				

Note: Failure to complete and submit all of the above documents on the forms provided within or required may result in rejection of your bid.

By placing a checkmark in the boxes and initialing on the lines provided I acknowledge having read and fully understand all of the requirements of each of the documents referenced herein.

IN WITNESS WHEREOF, the undersigned has caused this Bid Checklist to be signed by its proper officers this _____ day of _____, 20_____.

NAME OF BIDDER

(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

(Company Officer, if Bidder is a Corporation or LLC)

Printed or Typed Name
Company)

Title of Officer (if the Bidder is a

Note: Your are required to submit one (1) complete original plus three (3) complete copies of your Bid, including all attachments.

This Certification must be submitted with the bid.

SECTION 004110 BID FORM

BID TO:

Owner: Mansfield Township School District
200 Mansfield Road East
Columbus, NJ 08022

Package Name: OVERALL LUMP SUM CONTRACT

Contract No.: TDC Project No. 8046 & 8047

Project Name: Mansfield Schools Security Vestibules

Date:

(Name and address as it appears on Contractor's State of New Jersey Business Registration Certificate.)

BIDDER:

Legal Name: _____

Address: _____

Federal EIN: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Website: _____

By the act of submitting a bid for the proposed contract, the Bidder declares and represents that:

1. The Bidder and all subcontractors that the Bidder will use have received and carefully and thoroughly reviewed and examined the Project Manual/specifications, the drawings, the addenda, and all other Bidding Documents and has a clear, full understanding of the Bidding Documents and have found them free from ambiguities and sufficient for the purpose intended; further that,
2. The Bidder and all workmen, employees and subcontractors that the Bidder will use are trained, skilled and experienced in the type of construction represented by the Bidding Documents bid upon; further that,
3. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon or based his bid upon any verbal instructions or representations, allegedly authorized or unauthorized from the Owner, or the Owner's employees or agents including the Construction Manager, Architect, engineers or consultants; further that,

- 4. The Base Bid price figure, Alternate bid price figure(s), and the Unit price figure(s) are based solely upon the Bidding Documents and properly issued written Addenda and not upon any other written representation, and further that,
- 5. The Contractor and his subcontractors have personally visited and inspected the site and are familiar with the Project site and all conditions thereof and hereby proposes to provide all labor, materials, supplies, tools, machinery, apparatus, all means of construction, appliances, supervision, quality assurance, quality control, transportation, handling, services, taxes, specified insurance, equipment and facilities as required to perform, in a workmanlike manner, all work and services including applicable taxes for the construction and completion of afore referenced Project, all in accordance with the Bidding Documents as prepared by the Architect.
- 6. This bid is to complete the Work, including the construction and services required or reasonably inferable by the Contractor as necessary to produce the results intended 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.

Bidder acknowledges receipt of the following Addenda:

No. _____ Dated: _____ No. _____ Dated: _____
 No. _____ Dated: _____ No. _____ Dated: _____

BASE BID:

For all work required by the Bidding Documents, except work as specifically identified as part of an Alternate, the stipulated lump sum of:

_____ Dollars
 \$ _____

hereinafter called the Base Bid. Amounts shall be shown in both words and figures. In the event of discrepancy, the amount shown in words shall govern.

FOR INFORMATION ONLY, as applicable the above total shall be broken down as follows:

JOHN HYDOCK ELEMENTARY

GENERAL CONSTRUCTION \$ _____
 OVERHEAD & PROFIT & GENERAL CONDITIONS \$ _____
 TOTAL \$ _____

MANSFIELD ELEMENTARY

GENERAL CONSTRUCTION	\$ _____
OVERHEAD & PROFIT & GENERAL CONDITIONS	\$ _____
TOTAL	\$ _____

ALTERNATES:

Indicate in the spaces provided below the amount to be ADDED OR DEDUCTED from the Base Bid if the following alternates, as described in Specification Section 012300 of the Project Manual are accepted by the Owner.

Include in the amount of the Alternates all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work required by all trades that may be required by acceptance of the Alternate. Refer to the Instructions to Bidders and Specification Section 012300 for additional information regarding Alternates.

Amounts shall be shown in both words and figures. In the event of discrepancy, the amount shown in words shall govern. Refer to Specification Section 012300 Alternates. Each Alternate **MUST** be bid or the Bidder may be disqualified and his entire bid may be rejected.

Alternates are not applicable to this contract.

UNIT PRICES:

The following are Unit Prices for specific portions of the work as listed and shall represent the exact net amount per unit. This price shall be used to decrease or increase the quantities of the listed materials and labor to install as included in the Base Bid amount at any time during the duration of the contract. Include in the unit price overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractor. Refer to Specification Section 012200.

Unit Prices are not applicable to this contract.

ALLOWANCES:

As applicable, the Allowances listed below shall be included in the BASE BID quoted herein by the undersigned BIDDER; Refer to Specification Section 012100. The following is the list of Allowances.

Contract Allowance No. 1: Include in the Base-Bid, an allowance of \$10,000.00 for miscellaneous General Construction work, for work not included in the base scope of work.

_____ Dollars

\$ _____

Contract Allowance No. 2: Hardware: Include in the Base-Bid, an allowance of \$6,000.00 for Hardware Integration work

_____ Dollars

\$ _____

COMPANY RESOLUTION: The Bidder shall attach a copy of the company resolution indicating authority of the signing representative to bind and commit the company to honor the bid.

AWARD AND EXECUTION OF CONTRACT: The Owner shall incur no obligation to any Bidder until the Agreement between Owner and Contractor is duly executed. If the Bidder is notified of the acceptance of the Bid within sixty (60) calendar days of the opening of bids, he agrees to execute and deliver the Standard Form of Agreement Between Owner and Contractor, AIA A101-2017, as completed and modified by the Owner to suit this Project, in accordance with his bid and in compliance with Section 002100 / Instructions to Bidders within ten (10) business days after receipt by the Bidder of the Notice of Award.

If the Bidder fails to complete all requirements for executing the AIA A101-2017 and other required documents within ten (10) business days after receipt of the Notice of Award, the Owner may reject the Bid and award the contract to another Bidder that Owner determines to be in his best interest.

Owner reserves the right to retain the bid bond of any successful Bidder who fails to execute the AIA A101-2017 and other required documents within ten (10) business days after Notice of Award.

WITHDRAWAL OF BIDS: The Bidder understands and agrees that this Bid shall be maintained and held good and may not be withdrawn or modified for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. This Bid may be withdrawn by written request to the Owner at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

REJECTION OF BIDS: The Bidder understands and agrees that the Owner reserves the right to reject any and all nonconforming, nonresponsible, nonresponsive or conditional bids without obligation or compensation to the Bidders. The Owner also reserves the right to reject any and all bids without obligation or compensation to the Bidders for just cause and to waive technicalities or informalities.

TIME OF COMPLETION: Refer to Specification Sections 003110 (Project Schedule) and 003120 (Milestone Dates and Liquidated Damages) for Project Commencement and Completion information. TIME IS OF THE ESSENCE; the times and dates specified in this agreement are vital and mandatory to the contract.

Bidder agrees that the Work will be substantially completed as described in the above referenced milestone section of the Project Manual (Section 003120).

BID CERTIFICATION: The Bidder certifies and warrants to the Owner by submission of this Bid that the Bidder will comply with all conditions and requirements of the complete Bidding Documents.

IN WITNESS WHEREOF, the bidder has caused this instrument to be signed and attested to.

NAME OF BIDDER

(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

(Company Officer, if Bidder is a Company)

Printed or Typed Name Title of Officer (if the Bidder is a Company)

WITNESS:

(Signature)

(Printed or Typed Name)

(Date)

NOTE: If Bidder is a partnership or Joint Venture give full names of all Partners.

Note: This form shall be used to submit a bid. Submit one (1) complete original plus three (3) complete copies of Bid including all attachments.

END OF BID FORM

SECTION 004205 - LIST OF SUBCONTRACTORS

Notwithstanding any language to the contrary contained within this bid package and all attached thereto, the contracting unit hereby requires full compliance with the provisions of NJSA 18a:18a-18 – Special Requirements for Specifications for School Buildings

N.J.S.A. 18A:18A-1 et. seq.

Separate plans for various types of work; bids; contracts

In the preparation of plans and specifications for the erection, alteration or repair of any public building by an contracting unit, when the entire cost of the work will exceed the amount set forth in, or the amount determined by the Governor, the architect, engineer or other person preparing the plans and specifications, may prepare separate plans and specifications for:

- (1) The plumbing and gas fittings and all kindred work;
- (2) Heating and Ventilating Equipment;
- (3) Electrical work;
- (4) Structural steel and ornamental iron work; and
- (5) All other work required for the completion of the project.

The contracting unit or its contracting agent shall advertise for an receive, in the manner provided by law, either (a) separate bids for each said branches of work, or (b) bids for all work and materials required to complete the building to be included in a single overall contract, or (c) both. There will be set forth in the bid the name or names of, and evidence of performance security from, all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with this act.

Contracts shall be awarded to the lowest responsible bidder. In the event that a contract is advertised in accordance with (c) above said contract shall be awarded in the following manner: If the sum total of the amounts bid by the lowest responsible bidder for each branch is less than the amount bid by the lowest responsible bidder for all work and materials, the contracting unit shall award separate contracts for each of such branches to the lowest responsible bidder therefor, but if the sum total of the amount bid by the lowest responsible for each branch is not less than the amount bid by the lowest responsible bidder for all work and materials, the contracting unit shall award a single overall contract to the lowest responsible bidder for all such work and materials. In every case in which a contract is awarded under (b) above, all payments required to be made under such contract for work and materials supplied by a subcontractor shall, upon certification of the contractor of the amount due to the subcontractor, be paid directly to the subcontractor.

SUBCONTRACTOR	ADDRESS	TRADE	PHONE	DPMC CLSSIFICATION

NOTE: Add additional pages as may be required to list all subcontractors.

END OF SECTION 004205

SECTION 004210 COMPANY RESOLUTION

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

Mansfield Schools Security Vestibules

and to include in such bid or proposal the certificate as to non-collusion as to the act and deed of such corporation, and for any intentional inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution and adopted by

_____ at a meeting of its

officers and/or members of the company held on the _____ day of _____ 20__.

NAME OF BIDDER

(Corporate Name)

BIDDER'S SIGNATURE

(Corporate Secretary)

(Printed or Typed Name)

This Certification must be submitted with the bid.
If a sole proprietor, mark Not Applicable.

END OF SECTION

SECTION 004220 STATEMENT OF OWNERSHIP DISCLOSURE
 N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission

(SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Mansfield School District is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Board to notify the Board in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board, permitting it to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This Disclosure Statement must be submitted with the bid.

END OF SECTION

SECTION 004230 CERTIFICATION OF AUTHORITY, VERACITY, RELIANCE, NON-COLLUSION AND NON-DEBARMENT

Having complete knowledge as to the statements made herein, the below signed hereby certifies as follows:

- 1. I am the undersigned, who, on behalf of the BIDDER and with full authority to do so, has executed this Certification in connection with the Bid;
- 2. The BIDDER has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the within Bid;
- 3. I further warrant that, pursuant to N.J.S.A. 52:34-15, no person or selling agency has been employed, or retained, to solicit, or secure, such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employee or bona fide established commercial or selling agencies identified as follows:

- 4. The BIDDER is not, as of this date, and has not been at any time within three (3) years immediately preceding the date on which Bids were received, included on the New Jersey Treasurer's List of Debarred, Suspended or Disqualified Bidders; the BIDDER hereby acknowledges that it may be debarred, suspended or disqualified from contracting with the OWNER if it commits any of the acts listed in N.J.A.C. 7:1-5.2 and further acknowledges its obligation to notify the OWNER immediately if it appears that said BIDDER may be added to any such list.
- 5. All statement and representations contained in the BIDDER's Bid are true, complete and correct, and made with full knowledge that the OWNER shall rely upon same in awarding a public contract for the Work as defined in the Construction Contract Documents.

IN WITNESS WHEREOF, the undersigned bidder has executed this document by its duly authorized officer as of the _____ day of _____, 20_____.

NAME OF BIDDER

(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

(Company Officer, if Bidder is a Company)

Printed or Typed Name

Title of Officer (if the Bidder is a Company)

This Disclosure Statement must be submitted with the bid.

END OF SECTION

SECTION 004310 BID BOND

THE UNDERSIGNED BIDDER as Principal and the undersigned Surety as Surety, a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto the ("Owner") for the full and just sum of

10% OF THE BID PRICE, NOT TO EXCEED \$20,000:

The payment of which sum the Bidder and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the covenants herein.

The condition of the above obligation is such that whereas the Principal has submitted a bid to the Owner to perform certain work described in the Bidding Documents entitled:

MANSFIELD SCHOOLS SECURITY VESTIBULES

NOW, THEREFORE, if said bid shall be rejected, or in the alternative if said bid shall be accepted and the Principal shall deliver a properly and timely completed contract and performance and payment security, all in the form and manner required by the bidding documents and Specifications and governing law,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; 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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall be in no way impaired or affected by an extension of the time within which the Owner may accept or award a bid; and said Surety hereby waives notice of any such extension.

On this ___ day of _____ 20____, the Principal and Surety hereby bind themselves herein:

For the Principal:

For the Surety:

(Name of Bidder)

(Name of Surety)

(Printed/Typed Name of Bidder's Authorized Representative)

(Printed/Typed Name of Surety's Attorney-in-Fact)

(Signature of Bidder's Authorized Representative)

(Signature of Surety's Attorney-in-Fact)

(Surety Contact &Phone No.)

Attach and Submit with the Bid a Power of Attorney for the Attorney-in-Fact which is currently dated and valid for the entire amount of the bond.

Note: Bidders must use this form or its legal equivalent, conforming to N.J.S.A. 18A:18A-24. Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the

penal sum to the difference between the bid price and the Owner's cost of the Work), will be cause for rejection of the bid.

END OF SECTION

SECTION 004320 CONSENT OF SURETY

For and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid to the undersigned surety, and for other valuable consideration, the undersigned surety, authorized to transact business in the State of New Jersey, certifies and agrees that if the contract entitled:

Mansfield Schools Security Vestibules

is awarded to: _____
(Bidder's Name)

The undersigned hereby warrants that it is in all respects qualified to provide the required Bonds as set in the Contract Documents, and that it will provide and execute all Performance, Payment and Maintenance Security in the form and as otherwise required by the Contract Documents.

(Print Name of Surety)

(Surety Contact & Phone No.)

(Printed Name of Attorney-in-Fact)

(Signature of Attorney-in-Fact)

**Attach and Submit with the Bid
a Power of Attorney for the Attorney-In-Fact which is currently dated
and valid for the total amount of all bonds.**

This Certification must be submitted with the bid.

END OF SECTION

SECTION 004321 – SURETY COMPANY & AGENCY INFORMATION

PRIME BIDDER:

_____ (NAME)

_____ (ADDRESS)

_____ (CITY, STATE, ZIP)

_____ (TELEPHONE NUMBER)

_____ (FACSIMILE NUMBER)

_____ (E-MAIL ADDRESS)

In accordance with the bidding requirements, the bidder hereby acknowledges the following responsible surety data for this project:

SURETY COMPANY

_____ (NAME)

_____ (ADDRESS)

_____ (CITY, STATE, ZIP)

_____ (TELEPHONE NUMBER)

_____ (FACSIMILE NUMBER)

_____ (E-MAIL ADDRESS)

SURETY AGENCY

_____ (NAME)

_____ (ADDRESS)

_____ (CITY, STATE, ZIP)

_____ (TELEPHONE NUMBER)

_____ (FACSIMILE NUMBER)

_____ (E-MAIL ADDRESS)

END OF SECTION

SECTION 004410 TREASURY, NJSDA, AND PUBLIC WORKS CERTIFICATION

The undersigned hereby certifies as follows:

1. That the BIDDER has a current, valid "Notice of Classification" issued by the Department of the Treasury, a copy of which is attached to this certification form.
2. That the BIDDER has a current, valid Prequalification Letter issued by the New Jersey Schools Development Authority, a copy of which is attached to this certification form.
3. That the BIDDER is registered with the State of New Jersey, Department of the Treasury, Division of Revenue pursuant to the Business Registration Act, N.J.S.A. 52:32-44, of which a copy of the Business Registration Certificate is attached to this certification form.
4. That the BIDDER is registered with the New Jersey Department of Labor as a public works contractor pursuant to the Public Works Contractor Registration Act, N.J.S.A 34:11-56.48 et. seq., a copy of which is attached to this certification form.
5. That, if required to maintain same in order to do business in the State of New Jersey, the BIDDER possesses a current valid Certificate of Authority to perform work in New Jersey issued by the New Jersey Department of the Treasury, a copy of which is attached to this certification form, if issued.
6. That during the term of the construction of the school facilities project, the BIDDER will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.
7. That at the time the firm is bidding this Project, the amount of its bid proposal and the value of all its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit. In addition, I am attaching to this certification a current DPMC 701 listing the total amount of current uncompleted contracts and a current detailed listing of outstanding incomplete contracts as of the date that this bid is submitted
8. I certify that the foregoing statements are true and I am aware that if any of such statements are willfully false, I may be subject to punishment.

DATE: _____

NAME OF BIDDER

(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

(Company Officer, if Bidder is a Company)

Printed or Typed Name

Title of Officer (if the Bidder is a Company)

This Certification must be submitted with the bid.

END OF SECTION

SECTION 004420 DPMC 701 / TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

Provide the DPMC 701 / Total Amount of Uncompleted Contracts here.

Attach a detailed listing of each uncompleted contract, the total amount of the contract, and the balance remaining on the contract. This is for all uncompleted contracts by the company and as is not limited to public works projects and/or public school construction projects.

END OF SECTION

SECTION 004430 AFFIDAVIT OF NO MATERIAL ADVERSE CHANGE IN STATUS

STATE OF _____ }
 } ss.
 COUNTY OF _____ }

The undersigned, having knowledge of and authority to bind the BIDDER to the information herein, hereby swears, upon his oath, according to law:

- 1. That there has been no material adverse change the qualification information last submitted to the New Jersey Department of Treasury pursuant to N.J.S.A. 18A:18A-28, except as set forth herein. Indicate "No Change" or "Changes as Follows":

DATE: _____

NAME OF BIDDER

(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

(Company Officer, if Bidder is a Company)

_____ Printed or Typed Name Company)	_____ Title of Officer (if the Bidder is a Company)
--	---



Subscribed and sworn before
me this _____ day of
_____, 20____.

My commission expires
_____ 20____.

Seal of Notary Public

This Affidavit must be submitted with the bid.

END OF SECTION

SECTION 004440 COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The undersigned hereby certifies to the Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, inclusive) and all acts amendatory thereof and supplemental thereto.

The Bidder shall answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the bidder been notified by the Commissioner of Labor by notice issued pursuant to N.J.S.A.34:11-56.37 that he has been blacklisted for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act?

_____ Yes _____ No

2. Has any person having an "interest" in the bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid?

_____ Yes _____ No

3. Has any person having an "interest" in the bidder within the meaning of N.J.S.A. 34:11-56.38 had any "interest" as aforesaid in any firm, corporation, or partnership which has been blacklisted as aforesaid?

_____ Yes _____ No

4. If the answer to any of the aforesaid questions is "Yes" attach a statement showing the date of action taken by the Commissioner of Labor, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm corporation or partnership blacklisted by the Commissioner, and the nature, character and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.

DATE: _____

NAME OF BIDDER

(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

(Company Officer, if Bidder is a Company)

Printed or Typed Name
Company)

Title of Officer (if the Bidder is a
Company)

This Certification must be submitted with the bid.

SECTION 004450 AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a current New Jersey Affirmative Action Certificate.

_____ Yes _____ No

If yes, please attach a copy of the New Jersey Certificate of Employee Information.

2. Our company has a valid federal Affirmative Action Plan Approval Letter.

_____ Yes _____ No

If yes, please attach a copy of said approval.

3. If you do not have either of the above, indicate if needed:

_____ Please send us an Affirmative Action form for our completion.
(AA302 - Employee Information Report).

I certify that the above information is correct to the best of my knowledge.

DATE: _____

NAME OF BIDDER

(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

(Company Officer, if Bidder is a Company)

Printed or Typed Name

Title of Officer (if the Bidder is a Company)

This Certification must be submitted with the bid.

SECTION 004460 – CONTRACTOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS

Part I: Certification

I hereby certify as follows:

1. On or after October 15, 2004, the below-named person or entity has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, company or organization Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).
 - a) Within the 18 months immediately preceding the Solicitation (exclusive of any contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor; or
 - (ii) Any State or county political party committee.
 - b) During the term of office of the current Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of the governor; or
 - (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor’s term.
 - c) Within the 18 months immediately prior to the first day of the term of office of the Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of the Governor; or
 - (ii) Any State or County political party committee of the political party nominating the successful gubernatorial candidate in the last gubernatorial election.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.

Part II: Disclosure

Following is the required disclosure of all Contributions made from October 15, 2004, through the date of signing of this Certification and Disclosure to: (i) any entity designated and organized as a “political organization” under 26 U.S.C.A. § 527 that is also defined as “continuing political committee” under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1 or (ii) any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; and any State or county political party committee. Such an entity is identified in the following chart as a “Committee.”

Name and Address of Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e. Currency, Check, Loan, In Kind	Donor

Indicate “none” if no Contributions were made. Attach additional pages if necessary.

CERTIFICATION ON BEHALF OF A COMPANY OR ORGANIZATION:

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company or Organization: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

(Check one) (A) The Company or Organization is the Bidder, or (B) The Company or organization is a Principal (more than 10% ownership or control) of the Bidder, a Subsidiary controlled by the Bidder, or a Political Organization (eg, PAC) controlled by the Bidder.

CERTIFICATION BY AN INDIVIDUAL:

- for use by the individual Bidder, or as a Principal (more than 10% ownership or control) of the Bidder, or as the spouse or child of the Bidder:

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

NOTE: A person may certify BOTH as an officer or authorized representative of the Bidder, AND in his or her individual capacity, as a Principal of the Bidder.

Name of Company or Organization: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

(Signature) (SEAL)

(Type Name & Title)

(Date)

Sworn to and subscribed

Before me this ____ day

Of _____, 20____

NOTARY PUBLIC

END OF SECTION 004460

SECTION 004470 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

Bidders **must complete** Part 1 by checking **either box**. Failure to check one of the boxes will render the proposal non-responsive.

Pursuant to New Jersey Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to New Jersey Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c 25 ("Chapter 25 List"). I further certify that I am the person listed or I am an officer or representative of the entity listed and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Name: _____

Relationship to Bidder/Proposer: _____

Description of Activities (attach additional sheet if necessary): _____

Duration of Engagement: _____

Anticipated Cessation: _____

Date: _____

Proposer Contact Name: _____

Contact Phone Number: _____

ADD ADDITIONAL SHEETS IF NECESSARY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable

Full Name (print): _____

Signature: _____

Title: _____

Date: _____

SECTION 005200 SAMPLE CONTRACT FOR CONSTRUCTION

The following document titled AIA Document A101– 2017; Standard Form of Agreement Between the Owner and Contractor, as amended shall be used as the form of contract for construction.

END OF SECTION

 **AIA[®] Document A101[™] – 2017****Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

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

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

Mansfield Township School District
200 Mansfield Road East
Columbus, NJ 08022
609-298-2037

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

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

Mansfield Schools Security Vestibules

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

The Design Collaborative, Architects and Planners,
1940 Route 9 North, Cape May Court House, NJ 08210-1110
609-465-4111

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.

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire
(Paragraphs deleted)

Init.

/

Work By the following date () See Division 00 Specification Section "Milestone Dates & Liquidated Damages": .

§ 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: See Division 00 Specification Section "Milestone Dates & Liquidated Damages".

(Table deleted)

§ 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.

Base Bid of \$.00 has been accepted

See Specification Section 004110-1 through 004110-5 FORM OF BID OVERALL LUMP SUM CONTRACT, dated _____, as submitted by _____, attached to and made part of this Contract as EXHIBIT "A", five (5) pages all inclusive

§ 4.2 Alternates

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

Item	Price
Alternate No.	

§ 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
Allowance No.	

§ 4.4 Unit prices, if any: *(Paragraphs deleted)*

See Attached Unit Price Schedule
(Table deleted)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor understands and agrees that all work must be performed in an orderly and closely coordinated sequence so that the dates for Substantial Completion and Final Completion are met. TIME IS OF THE ESSENCE.

If the Contractor fails to complete his work or fails to complete a portion of his work and therefore not achieve Substantial Completion and/or Final Completion on the respective dates required, he shall pay the Owner, as liquidated damages and not as a penalty, the dollar amounts indicated in Specification Section 003120 "Milestone Dates and Liquidated Damages", which is agreed upon as a reasonable and proper measure of the significant financial

Init.

loss which the Owner will sustain each calendar day by failure of the Contractor to complete work within the stipulated time for the milestone dates.

The Contractor and his Surety are liable for and shall pay to the Owner the sums herein stipulated as fixed, agreed, liquidated damages for each consecutive calendar day of delay until work is Substantially Complete.

Final Completion must be reached Thirty (30) days following the date fixed in the contract for Substantial Completion. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the sum as indicated in Specification Section 003120 "Milestone Dates and Liquidated Damages" stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the work is finally complete.

Substantial Completion will be determined by the Architect as defined in paragraph 9.8.1 of the General Conditions.

For damage occurring at the time of delay, the Owner may retain the amount due to him under this clause from any payments due to the Contractor.

See section 003120, paragraph 3.1.

§ 4.6 Other:

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

N/A

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. An application for Payment shall include all work performed in one calendar month. Payments shall be made in accordance with N.J.S.A. 2A:30A-1, P.L. 2006, c.96 "Prompt Payment of Construction Contracts".

§ 5.1.2 Contractor shall submit a Pencil Copy / Rough Draft of the Application for Payment to the Architect and Construction Manager for review no later than 5 calendar days after the end of the month for which payment is requested from Owner.

Architect and Construction Manager will review the Pencil Copy / Rough Draft of the Application for Payment and return to the Contractor within five (5) calendar days from their receipt of same.

§ 5.1.3 Certified Application for Payment.

.1. Within three (3) calendar days after receipt of accepted Pencil / Rough Draft of the Application for Payment the Contractor shall submit five (5) Certified Applications for Payment to the Architect for signatures.

.2. The Architect shall sign the Certified Application for Payment within five (5) calendar days upon receipt and transmit four (4) Certified Applications for Payment to the Construction Manager, and retain one (1) Certified Application for Payment for its records.

.3 The Construction Manager shall transmit two (2) Certified Applications for Payment to Owner. The Construction Manager shall transmit one (1) Certified Application for Payment to the Contractor and retain one (1) Certified Application for Payment for its records. (Federal, state or local laws may require payment within a certain period of time.)

(Paragraph deleted)

§ 5.1.4 Provided that a Pencil Copy / Rough Draft Application for Payment is received by the Architect not later than the fifth day of a month, in accordance with Section 5.1.2 above, the Owner shall make payment of the amount certified to the Contractor not later than the fifth day of the following month, subject to Section 5.1.4.3 below.

If the Pencil Copy / Rough Draft Application for Payment is received by the Architect later than 5 calendar days after the end of the month for which payment is requested from Owner, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Certified Application for Payment.

§ 5.1.4.1 The form for Applications for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA document G703 Continuation Sheets. Each Application for Payment must be accompanied by three (3) sets of Certified Payroll Records for the period covered by the Application. The payroll records shall indicate the proper classification of employees and the payment of overtime, if any. These records shall include each Contractor's subcontractor's certified payroll. Payment will not be authorized if the required payroll records have not been submitted.

§ 5.1.4.2 All Applications for Payment, Certified Payroll Records and Manning Reports shall include the relevant purchase order number and project number.

§ 5.1.4.3 Pursuant to N.J.S.A. 2A:30A-1, et seq. ("the Act"), the Owner is not required to approve the Contractor's Application for Payment until the next scheduled public meeting of the Board of Education following the Owner's receipt of the Architect's Certificate for Payment. Under said Act, the Owner shall not make payment to the Contractor for the payment amount until the Owner's subsequent payment cycle following its approval of the Application for Payment.

§ 5.1.4.4 Pursuant to the above Act, if a payment due pursuant to the provisions herein is not made in a timely manner, the Owner shall be liable for the amount of money owed under the Contract, plus interest at a rate equal to the prime rate plus one percent (1%), notwithstanding anything to the contrary in the Contract Documents. Interest on amounts due pursuant to the Act shall be paid to the prime Contractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment is received by the Contractor.

§ 5.1.4.5 Disputes regarding whether a party has failed to make payments required by the Act must be submitted to a process of alternative dispute resolution, notwithstanding anything to the contrary in the Contract Documents. Alternative dispute resolution permitted by the Act shall apply to disputes over payment only and shall not apply to disputes concerning any other matters that may arise under or from this Contract. Any civil action brought to collect payments shall be conducted in Camden County, State of New Jersey, and the prevailing party shall be awarded reasonable costs and attorneys' fees. See Article 6 of this Agreement regarding Claims and Disputes.

§ 5.1.5 The Architect may decide to disapprove an Application for Payment, or withhold payment, in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Architect's opinion, the representations as described in Section 5.1.4.1 below cannot be made to the Owner. If the Architect withholds a Certificate for Payment, the Architect will notify the Contractor and Owner as provided in Article 5 hereof. The Architect may also decide to withhold certifying payment in whole or in part, because of subsequently discovered evidence or subsequent observations, to such extent as may be necessary to protect the Owner from loss because of:

1. Defective Work which has not been remedied;
2. Third party claims filed or reasonable belief probable filing of such claims;
3. Failure of the Contractor to make payments properly to vendors, subcontractors or for labor, materials and equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum;
5. Damage to the Owner or another 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;
7. Failure to carry out the Work in accordance with the Contract Documents;
8. Avoidable delay in the progress of the Work;
9. Deliberate delay in the submission for approval of names of Subcontractors, material men, sources of supply, shop drawings and samples;
10. Failure to maintain the Project Site in a safe and satisfactory condition in accordance with good construction practices as recommended by the Architect after consultation with the Contractor; and
11. Failure to submit updates as requested by the District or as required by the General Conditions, attached hereto.

When the foregoing reasons for withholding payment are resolved, certification will be made for amounts previously withheld in the manner set forth in Section 5.1.3 above.

(Paragraphs deleted)

§ 5.1.5.1 The issuance of a separate Certificate for Payment will constitute representations made separately by the Architect to the Owner, based on its individual observations at the Site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. 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 minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a separate Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate 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 the Contractor's construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material 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.

§ 5.1.5.2 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, unless objected to by the Architect promptly, shall be used as a basis for reviewing the Contractor's Applications for Payment including liens filed by subcontractors or suppliers.

§ 5.1.5.3 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.

§ 5.1.5.4 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:

§ 5.1.5.5 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.

§ 5.1.5.6 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.)

Init.

/

Retainage for this Contract will be five (5%) except as indicated below

If the Contract is over \$500,000.00 the following shall apply:

Retainage shall be determined as follows: Pursuant to N.J.S.A. 18A:18A-40.3, the Owner will withhold two percent (2%) of the amount due on each partial payment when the outstanding balance of the Contract exceeds Five Hundred Thousand Dollars (\$500,000.00). The Owner will withhold five percent (5%) of the amount due on each partial payment when the outstanding balance of the Contract is Five Hundred Thousand Dollars (\$500,000.00) or less. Retainage shall be withheld until the Owner approves the Architect's determination that the work has been satisfactorily completed and no unsettled claims exist. The final acceptance shall not be binding or conclusive upon the Owner should it subsequently discover that the contractor has supplied inferior material or workmanship or has departed from the terms of his contract. Should such a condition appear the Owner shall have the right, notwithstanding final acceptance and payment, to cause the work to be properly done in accordance with the drawings and specifications at the cost and expense of the contractor.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

In accordance with Specification Section 12900 Payment Procedures and [N.J.S.A. 2A:30A-1, P.L. 2006, c.96](#) "Prompt Payment of Construction Contracts".

§ 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.)

Both parties are in agreement that the Board of Education is a Public Entity and that the payment and interest provisions shall be in accordance with the terms and conditions of N.J.S.A. 2A:30A-1, Effective 9-1-06

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resolution

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

7.3 The Contracted party, its Subconsultants or Subcontractor may be debarred, suspended or disqualified from contracting and/or working on the School Facility Project if found to have committed any of the acts listed in *N.J.A.C. 17:19-3.1 et seq and 6:20-6.7 et seq.*

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.

Init.

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

Ms. Danielle Morolda
Mansfield Twp. School District
200 Mansfield Road East, Columbus, NJ 08022
Phone: 609-298-2037

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

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in Contract Documents;

Performance and Payment Bonds	Entire Work of the Contract
Maintenance Bond	One year, for entire work of the contract

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

§ 8.7 Other provisions:

1. Payments for materials stored off the site, provisions regarding transportation to the site and insurance protecting the Owner's interests, shall be enumerated in a separate agreement prepared and approved by the Owner prior to any payments being made to the Contractor in this regard.
2. Payments due and unpaid under the Contract shall in no instance bear interest, except as required by law pursuant to section 5.1.4.4 of this Agreement.
3. The contractor shall ensure that the Project Site is maintained in a clean and safe condition at all times. If the contractor fails to keep the Project Site in a clean and safe condition, said failure shall result in the following:
 - a. All claims resulting from the Contractor's failure shall be the Contractor's sole responsibility;
 - b. Said failure shall constitute an act of default and a substantial breach of the Contract giving the Owner remedies under the Contract Documents; and
 - c. The Owner shall have the right to withhold any payments until the Contractor cures its failure.

Failure to cure shall authorize the Owner to withhold any Certifications for Payment until such time as the Contractor has rectified same. Further, if the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

Init.

4. The within contract shall be governed by and interpreted pursuant to the laws of the State of New Jersey.

5. The Contractor shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1, et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., and all provisions regarding equal employment opportunity, N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27-1.1, and N.J.A.C. 6A:7-1.8. The Owner and the Contractor guaranty to afford equal opportunity in the performance of this Contract in accordance with an affirmative action program approved by the State Treasurer and shall provide the documents required for this Project.

6. To perform the services provided for herein, the Contractor and its prime subcontractors shall be prequalified/classified by the New Jersey Department of Treasury, Division of Property, Management and Construction. The failure to possess or obtain such classifications shall result in the immediate termination of this Agreement.

7. The Contractor represents that, to the best of its knowledge, information and belief, none of its employees in engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1, et seq.

8. The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration in the State of New Jersey to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the Project.

9. Before final payment on the contract is made by Owner, the Contractor shall submit an accurate list and the proof of business registration in the State of New Jersey of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

10. For the term of the Agreement, the Contractor, any subcontractor and each of their affiliates, so designated pursuant to N.J.S.A. 52:32-44(g)(3), shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, N.J.S.A. 52:32B-1, et seq., on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting agency. For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly or constructively controls another entity; (b) is directly, indirectly or constructively controlled by another entity; or, (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest of that entity.

11. It is the obligation of the Contractor to provide a full and complete copy of all insurance policies held by it at the Contractor's sole expense, upon reasonable request by the Owner, in the amounts specified in the Bid Documents (see Article 11 of modified AIA Document A201-2017 General Conditions of the Contract for Construction). The Contractor's failure to obtain or maintain adequate insurance coverage shall result in the immediate termination of this Agreement. The Owner will have the right to request copies of the Contractor's insurance policies or any part thereof for the duration of the contract period.

12. This Agreement and the General Conditions of the Contract as modified or supplemented in writing, shall control in the case of conflict between these documents and the Project Specifications, the Project Manual and any other exhibits incorporated by reference into this Agreement in Article 9 herein.

13. If Contractor is to serve in a position which involves regular contact with students, it will be expected to comply with and complete all required forms, written authorizations and/or other information issued by the District for the disclosure of information in accordance with the mandates of N.J.S.A. 18A:6-7.7 et seq. which concerns prior acts and/or investigations of sexual misconduct and/or child abuse for those contracted service providers who are employed in positions which involve regular contact with students. The successful Bidder is further notified that failure to provide truthful information or willfully failing to disclose information required by N.J.S.A. 18A:6-7.7 et seq., may subject the successful Bidder to discipline up to, and including, termination or denial of employment; may be a violation of N.J.S.A. 2C:28-3; and may be subject to a civil penalty of not more than \$500, which shall be collected in proceedings in accordance with the "Penalty Enforcement Law of 1999," P.L. 1999, c. 274.

14. Owner reserves the right to seek indemnification and/or damages from Contractor and/or its subcontractors for sanctions imposed due to Contractor's and/or its subcontractors' failure to comply with New Jersey Labor Laws.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs 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. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:12:44 ET on 01/03/2020 under Order No.8319626111 which expires on 12/01/2020, and is not for resale.

User Notes:

(926118744)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract: which are incorporated into the A201-2017 as amended in bid documents.

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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

Form of Bid
Table of Contents
Addenda
Mandatory Equal Employment Opportunity Language, annexed hereto and made a part hereof
New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination

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

Init.

User Notes:

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



Init.

/

SECTION 005300 GENERAL CONDITIONS FOR CONSTRUCTION

The following document titled AIA Document A201– 2017; General Conditions of the Contract for Construction, as amended shall be the General Conditions for construction.

END OF SECTION



AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

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

Mansfield Schools Security Vestibules

THE OWNER:
(Name, legal status and address)

Mansfield School District
200 Mansfield Road East
Columbus, NJ 08022
609-298-2037

THE ARCHITECT:
(Name, legal status and address)

The Design Collaborative, Architects & Planners, PA
1940 Route 9 North
Cape May Court House, NJ 08210
609-465-4111

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.

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

Init.

/

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

Init.

/

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's

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's Liability

11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's 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's 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**

Init.

/

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

Init.

/

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

Init.

/

NOTE: THE WORD "CONTRACTOR" SHALL MEAN THE PRIME CONTRACTOR WITH WHOM THE CONTRACT HAS BEEN EXECUTED.

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.

§1.1.1.1 The Contract Documents shall include the Bidding Requirements, including, but not be limited to advertisement or Invitation to Bid, Instructions to Bidders, the Contractor's Bid Proposal Form and other bidding forms, Addenda or portions of the Addenda relating to any Bidding Documents. The Contract Documents shall apply to all Prime Contractors for the Project and each Prime Contractor is responsible for the content of all.

§ 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.

§1.1.2.1 The Contractor acknowledges and warrants that it has closely examined all of the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances and regulations and that questions regarding the bid documents and any interpretation(s) regarding same have been asked by the contractor, in the form and manner required in the instructions to bidders.

§ 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.

§1.1.3.1 It is strongly encouraged for the Contractor to visit the site of the Project before submitting a bid. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§1.1.3.2 Nothing in these General Conditions shall be interpreted as imposing on either the Owner or Architect, or their respective agents, employees, officers, directors or consultants, any duty, obligation or authority with respect to any items that are not intended to be incorporated into the completed project, including but not limited to shoring, scaffolding, hoists, temporary weatherproofing, or any temporary facility or temporary activity, since these are the sole responsibility of the Contractor.

§ 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.

§ 1.1.5.1 The Drawings are diagrammatical and show the general arrangement and extent of the Work; exact locations and arrangements of parts shall be determined as the Work progresses and shall be subject to the Architect's approval.

- .1 The right is reserved by the Architect to make any reasonable change in location of equipment, ductwork, and piping prior to roughing in without involving additional expense to the Owner.
- .2 Contractor shall coordinate his Work with the Work of others and shall be responsible for the coordination work, so that interference between mechanical, electrical and other work and architectural and structural work does not occur.
- .3 Contractor shall furnish and install supports, hangers, offsets, bends, turns, and the like in connection with this Work to avoid interference with work of other Contractors, to conceal Work where required, and to secure necessary clearance and access for operation and maintenance without involving additional expense to the Owner.

§ 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. The Architect shall be the Initial Decision Maker.

§1.1.9 DIRECTED, REQUIRED, APPROVED:

Where "directed", "required", "approved" and words of similar import are used, reference is made to the "direction", "requirement", "approval" of the Architect unless otherwise stated.

§1.1.10 FURNISH, PROVIDE:

As used in the Contract Documents, the word "provide" means to furnish and install complete and in place; the word "furnish" means to fabricate and deliver to the site of the Work unless otherwise stated.

§ 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.

§ 1.2.1.2 The general character of the detail work is shown on the drawings, but minor modifications may be made in large scale details. Where the word "similar" occurs on the drawings it shall be used in its general sense and not as

meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

- .1 Where on any drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work.
- .2 Where detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.
- .3 In case of differences between small and large-scale drawings, the larger scale drawings shall take precedence. Dimensions given shall take precedence over scale measurements.
- .4 Any discrepancies or questions as to the application of, and interpretations related to 1.2.1.1, shall be referred to the Architect for adjustment before any work affected thereby has been performed.

§1.2.1.3 During the course of the work, should any ambiguities or discrepancies be found in the Specifications or on the Drawings; or should there be found any discrepancies between the Drawings and Specifications to which the Contractor has failed to call attention before submitting his bid, then the Architect will interpret the intent of the Drawings and Specifications; and the Contractor hereby agrees to abide by the Architect's interpretation and to carry out the work in accordance with the decision of the Architect.

§1.2.1.4 It is expressly stipulated that neither the Drawings nor the Specifications shall take precedence over the other, and it is further stipulated that the Architect may interpret or construe the Drawings and Specifications so as to secure in all cases the result most consistent with the needs and requirements of the work. In the event of such ambiguity or discrepancy subject to any Architect's interpretation, the Contractor shall comply with the more stringent requirement, and supply the better quality or greater quantity of work.

§ 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.

§1.2.2.1 The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable, all determinations as to equality of a proposed product or material shall be at the discretion of the Architect and/or the Owner.

- .1 A material or product of lesser quality will not be acceptable.
- .2 Where "Basis of Design" products or manufacturer's names are used, whether or not followed by the words "or approved equal," they shall be subject to approved equals and authorized only by the Architect and/or the Owner.

§1.2.2.2 Substitutions lowering performance, quality, method of assembly or installation, or in general not in keeping with details and specifications, will not be permitted. Refer to substitution procedure indicated elsewhere in the Contract Documents.

§1.2.2.3 It is understood when a bid for any product or material is submitted, the bidder is aware of specified requirements and all materials or products within his bid are equal or better than such specified items.

§1.2.2.4 In addition to the Specifications, it shall be understood that details on Drawings shall become part of the Specification in determining the required "standard of quality."

§1.2.2.5 If a conflict occurs between Drawing details and Specifications, bidder during bidding process and/or Contractor shall bring such conflicts to the attention of the Architect in accordance with applicable requirements indicated elsewhere in other sections of Contract Documents.

§ 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 Section 1.7, 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. Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except that Owner shall be authorized to use any Instruments of Service for future additions or alterations to this Project or for other Projects. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 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.

(Paragraphs deleted)

§1.7.1 WARNING AND DISCLAIMER REGARDING ELECTRONICALLY PREPARED /TRANSMITTED DRAWINGS

The Design Collaborative (TDC) is herewith providing recipient with drawings, specifications and/or other documentation (hereinafter "electronic files") that have been either electronically produced or transmitted. The electronic files are provided merely as a convenience to recipient, and do not replace or supplement the paper copies of any drawings, specifications and/or other documents for use on the project. Any utilization for bidding purposes shall be at the sole risk of the recipient, and subject to any applicable language in the Invitation to Bidders.

§1.7.2 It is recognized by the recipient that electronic files which are provided in the such form may be altered such that the changes made are not easily recognized, and that data stored on electronic media and/or transferred via email can deteriorate, be corrupted, or be modified inadvertently, and that errors and anomalies can be introduced into the data from the use of software application packages, operating systems, or computer hardware differing from those used by TDC. Further TDC makes no representation, warranty of guaranty that the electronic files have any durability or will not damage or impair the recipient's computer or software. By accepting and using these electronic files you

acknowledge the above, agree that TDC is not responsible for any alteration or corruption of the data in the electronic documents, release TDC from any and all associated liability, and assume all such risks.

§1.7.3 The electronic files provided are Instruments of Service prepared by the architect and the architect's consultants, and the architect and the architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The recipient shall not provide the Instruments of Service or reproductions thereof to any person, entity, design professional, contractor, developer, municipality, zoning or planning board, or other governmental entity without the architect's express written consent. The Instruments of Service shall not be utilized by the recipient for purposes of application to any governmental entity, design services by other design professionals such as architects, engineers, planners, etc., constructing, renovating or demolishing the project, and/or as a representation, warranty, guarantee, or other inducement in any financial transaction or development deal regarding the project. The recipient shall not use the Instruments of Service for future additions or alterations to the project or for other projects, unless the recipient obtains the prior written agreement of the architect and the architect's consultants. Any unauthorized use of the Instruments of Service shall be at the recipient's sole risk and without liability to the architect and the architect's consultants. The recipient of these electronic files is advised that any unauthorized alteration to these Instruments constitutes a violation of the United States Copyright Laws and can subject you to both criminal and civil penalties. The foregoing applies whether or not the title block appears or not on the Instruments in the electronic files

§1.7.4 Additionally, in consideration for TDC's release of these electronic files, the recipient hereby agrees to defend, indemnify and hold harmless TDC from and against any liability, damages, claims, of any sort or kind which may arise from either the alteration or recipient's use of the electronic files. Pursuant to the foregoing defense and indemnification provision, in the event that recipient alters, changes or modifies in any way the enclosed electronic files without the written consent of TDC. Recipient agrees that it will pay all damages and expenses including attorney's fees which may be incurred by TDC arising out of a claim related to the enclosed electronic files unless and until it is established by a court of competent law or panel of arbitrators that the claim and the damages sustained by TDC were not the result of changes made to these electronic files by the recipient.

§1.7.5 Recipient's acceptance, downloading and/or utilization of these electronic files is deemed to be an acknowledgment and agreement to the conditions and defense and indemnification provisions set forth above. Should recipient not agree to the conditions and provisions set forth above, this transmission/transmittal shall be returned with the notation: "Not agreed and electronic files not utilized in any fashion".

§ 1.9 EXECUTION OF CONTRACT DOCUMENTS

§ 1.9.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request. The Agreement shall be signed in not less than triplicate by the Owner and Contractor.

§ 1.9.2 Execution of the Contract by the Contractor is a representation that said Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work therein to enter into the Contract and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (1) the nature, location and character of the Project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame

Init.

required by the Contract Documents. In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the site, the contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Architect of such fact.

§ 1.9.3 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonable inferable from that which is specified in order to complete the Work in accordance with the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to the Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If any such differences or conflicts were not called to the Owner's and Architect's attention prior to submission of bids, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable therefrom as being necessary to produce the intended results.

1.9.3.1 The term "reasonably inferable" includes work necessary to "provide" work indicated or specified, as defined in section: Definitions and Standards; that is: furnish and install, complete, in place and ready for use.

1.9.3.2 Details referenced to portions of the Work shall apply to other like portions of the Work not otherwise detailed.

1.9.3.3 The Contractor shall request, from the Architect/Engineer's interpretation of apparent discrepancies, conflicts, or omissions in the Specifications and Drawings. Subcontractors shall forward such requests through the Contractor. Such requests, and the Architect/Engineer's interpretation, shall be in written form; other forms of communications shall be used to expedite resolution of concerns, but will not be binding.

§1.9.4 Explanatory notes shall take precedence over conflicting drawn note indications. Large scale drawings shall take precedence over small scale drawings. Figured dimensions shall take precedence over scaled measurements. Should contradictions be found, the Architect shall determine which indication is correct.

§1.9.5 When more than one material, brand, or process is specified for a particular item of Work, the choice shall be the Contractor's. Contractor may, after notifying the Architect and Owner, select the one it considers to be the best. Approval by Architect or Owner of materials, suppliers, processes, or Subcontractors does not imply a waiver of any Contract requirements including, without limitation, Contractor's warranty.

§1.9.6 In all cases, the details, drawings, and specifications shall be checked with existing conditions and with work in place, and variations, if any, shall be referred by the Contractor to the Architect for adjustment, as the Contractor will be responsible for the fit or work in place.

§1.9.7 When a profile, section or other finished condition is shown, furring or other method of obtaining such finished conditions shall be provided. The drawings may show work fully drawn out or only a portion thereof, the remainder being in outline. The drawn-out portions apply to other like or similar places.

§1.9.8 Where it is required in the specifications that materials, products, processes, equipment, or the like be installed or applied in accordance with manufacturers' instructions, directions, or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed material concerned for use under conditions similar to those at the job site. Three copies of such instructions shall be furnished to the Architect and his written approval thereof obtained before work is begun.

§1.9.9 Any material specified by reference to the number, symbol, or title of a Commercial Standard, Federal Specification, ASTM Specification, trade association standard, or other similar standards, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect one month prior to the

Init.

/

date on which bids are opened and read, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. The Architect will furnish upon request information as to how copies of the standards referred to may be obtained.

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.

(Paragraphs deleted)

§ 2.1.3 The Project Administrator for the Owner is Mark Leung; or his/her successor as nominated by the Owner. Legal notice will be deemed to have been given if addressed to the Owner in care of the Project Administrator named above and copied to the Business Administrator.

§ 2.1.4 Nothing in this Contract permits the Project Administrator to bind the Owner with respect to any and all matters requiring the Owner's approval or authorization.

§ 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. The furnishing of these surveys and the legal description of the site shall not relieve the Contractor from its duties under the Contract Documents. Neither Owner nor the Architect shall be required to furnish Contractor with any information concerning subsurface characteristics, utilities or conditions of the areas where the Work is to be performed. When the Owner or Architect has made investigations of subsurface characteristics or conditions of the areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are a part of the Contract between

Owner and Contractor. To the extent such investigations or the records thereof are made available to Contractor by the Owner or Architect, such information is furnished solely for the convenience of Contractor. Neither Owner nor Architect assumes any responsibility whatsoever in respect of the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the Owner or Architect in its use thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout the areas where the Work is to be performed, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and conditions. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

§ 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.

§ 2.3.6.1 After award of Contract and for construction purposes, in addition to copies required for Record Drawings and for filing with public bodies, 1 set of Contract Documents will be furnished free of charge to the Contractor. Additional copies of Drawings and Specifications will be furnished when the Architect determines that their need is justified at \$ 4.00 per sheet for drawing prints and \$50.00 per copy of the Specifications. Subcontractors and vendors shall obtain copies of the Drawings and Specifications through the Contractor from his allotment

§ 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 fails to carry out Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or fails to remove and discharge (within ten days) any lien filed upon Owner's property by anyone claiming by, through, or under Contractor, or disregards the instructions of Architect or Owner when based on the requirements of 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.

§ 2.4.1 The Owner shall have the authority to immediately correct, service, repair, replace or otherwise make operational any component of their facilities including equipment if in the sole discretion of the owner the damaged component is a threat to education, safety or security. The Owner is obligated to put the Contractor on notice of the issue threatening education, safety or security, and their intent to remedy immediately with other resources and to back charge the contractor for the cost of said service, but there are no notice provisions required for the corrective actions necessary to protect the School District.

§ 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 seven-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 and Construction Manager'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 and/or his/her Surety shall pay the difference to the Owner.

Init.

§ 2.5.1 The Owner shall have the authority to immediately correct, service, repair, replace or otherwise make operational any component of their facilities including equipment if in the sole discretion of the owner the damaged component is a threat to education, safety or security. The Owner is obligated to put the Contractor on notice of the issue threatening education, safety or security, and their intent to remedy immediately with other resources and to backcharge the contractor for the cost of said service, but there are no notice provisions required for the corrective actions necessary to protect the School District.

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. The Term "Contractor" shall mean the respective Prime Contract person or entity identified as such in the Owner Contractor Agreement, for each respective Prime Construction Contract, as responsible for the supervisory control over allocation, coordination of all Subcontractors or trades, performance and completion of all portions of the Work, including cooperation with those doing portions of the Work under Separate Contract with the Owner.

§ 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.

- .1 If the Contractor requires clarification of the intent of the Contract Documents after award, the Contractor shall be responsible to issue a type written request for information (RFI) to the Architect / Construction Manager utilizing the Architect's / Construction Manager's sample form via acceptable methods set forth in Article 4.2.
- .2 All RFI's shall clearly identify the Architect's project number, the construction company's name, author's name, date issued, address, phone numbers, facsimile number and the addressee of the communication.

§ 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. In addition to and not in derogation of Contractor's duties under Paragraphs 1.9.2 and 1.9.3, the Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a prudent and experienced contractor in advance and that are not in the nature of items described in and intended to be covered in Paragraphs 1.9.2 and 1.9., unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents that the Contractor recognized or reasonably should have recognized without such notice to the

Architect, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

§ 3.2.2.1 If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its Subcontractors, the Contractor shall be responsible for notifying the Architect in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. If Contractor fails to give such notice and proceeds with such Work, it shall correct any such errors, inconsistencies, or omissions at no additional cost to the Owner.

§ 3.2.2.2 Conditions Precedent – Notice

- .1 Notice of any alleged Conflict that have been reasonably identified prior to submitting a Bid shall be provided to the Architect immediately in order that the Architect in its discretion, may issue an Addendum.
- .2 A Bidder's failure to do so constitutes an absolute waiver of any Conflict that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such Conflict.
- .3 If any errors, inconsistencies or omissions appear in the drawings, specifications or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained from the Architect during the Bidding Period, the Contractor shall within ten (10) days after receiving written "Notice of Award" notify the Architect in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, Contractor and its Surety may be required to indemnify Owner for the costs of any such errors, inconsistencies or omissions and the cost of rectifying same including attorney's fees. Interpretation of this procedure after the ten-day period will be made by the Architect and his decision will be final. By Submission of a bid, the Contractor acknowledges that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Drawings, the Specifications and all addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, ordinances, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents.
- .4 Contractor acknowledges, except as to any reported error, inconsistencies or omissions, and to concealed or unknown conditions defined in elsewhere, by executing the Agreement, the Contractor represents the following:
 - .1 The Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work and comply with all requirements of the Contract Documents.
 - .2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of products by manufacturers are consistent with;
 - .1 good and sound practices within the construction industry;
 - .2 generally prevailing and accepted industry standards applicable to Work;
 - .3 requirements of any warranties applicable to the Work; and
 - .4 all laws, ordinances, regulations, rules, and orders which bear upon the Contractor's performance of the Work
 - .3 The Contractor has read, understands and accepts the Contract Documents and its bid was made in accordance with them.
 - .4 The Contract Sum is based upon the products, materials, systems and equipment required by the Contract Documents without exception. Where the Contract Documents list one or more manufacturer or brand name products, materials, systems and equipment as acceptable, the Contract sum is, in each instance, based upon one of the listed manufacturers or brand name products, materials, systems, and equipment, or, if the contract Sum is based upon the substitution of an "or equal" manufacturer or product, material, system or equipment, the Contractor has in each such instance sought and received the Architect's approval for the substitution either:
 - .1 prior to the Bid in accordance Architect's Addenda;
 - .2 after commencement of the Work, under in conformance with substitution procedure elsewhere in the Contract Documents.
 - .5 The Contract Sum is firm and all inclusive, and no escalation is contemplated for any reason whatsoever.
 - .1 The Contract Sum includes any and all costs associated with completion by those dates

and times, including any and all costs associated with out-of-sequence work, come-back work, stand-by work, stacking of trades, coordination with the schedules and work of separate Contractors, allowing sufficient time, work and storage areas, and site access for separate Contractors to timely progress and complete their work, overtime, expediting and acceleration that may be required to complete the work by those dates and times.

.2 The Contractor has reviewed the completion dates and times, and Milestone Dates set forth in the Contract Documents, agrees that such dates and times are reasonable and commits to achieve them.

.6 The Contractor shall satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site, all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to verify all such locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

Deviations from the construction documents must be noted by the Prime Contractor at the time of shop drawing submission. Failure to do so will result in the implication of the above Sections 3.2, 3.2.1, 3.2.2, 3.2.2.1 and 3.2.2.2.

§ 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 and / or his Surety 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, unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect, 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 written 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.

§ 3.3.4 The Contractor, when requested by the Architect, shall meet with representative of the Architect at all times and furnish all information requested; he shall allow the Architect to inspect the work at all times. Neither the Owner, nor the Architect shall be liable to the Contractor for extra compensation or damages for interference or delays on account of any such meetings, information, or inspections so requested or other acts of the Architect done in good faith

and within the scope of their employment by the Owner. In addition, the Contractor is entrusted with the oversight, management control, and general direction of this project to ensure that all contract completion dates are met. In the event that there are any delays caused to any subcontractor on this project, liability shall lie with the Contractor and not with the Owner.

§ 3.3.5 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 3.3.6 The Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Architect before commencing Work and review the placement of the building(s) and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for the Owner, the Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractor (of any tier) on adjacent properties due to construction as revealed by an improvement survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of the Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.7 Coordination:

1. The Lump Sum Single Prime Contractor "The Contractor" is the sole responsible party for the coordination of the entire project.
2. The Contractor shall be responsible to coordinate and expedite the total construction process and all of its parts. The Owner relies upon the organization, management, skill, cooperation and efficiency of the Contractor to supervise, direct, control and manage the work and to coordinate and expedite the efforts of the other prime contractors and subcontractors so as to deliver the work conforming to the contract within the scheduled time. The Contractor is responsible for proper sequence and coordination. It shall determine the location of work and resolve conflicts amongst Contractors.
3. The Contractor shall provide a qualified full-time staff member or members to manage the project. THIS PROJECT MANAGER shall coordinate, organize and manage the project from the contractor's main office and oversee the shop drawing process signing off for quality assurance and conformance with the Contract Documents on each shop drawing. The project manager shall be subject to the approval of the Owner, Architect and Construction Manager who at all times have the right to require the contractor to replace this project manager if they fail to perform.

The project manager shall conduct an onsite meeting at least once a week with the construction superintendent and all other prime and/or subcontractors in attendance to coordinate the project and review the schedule. The Construction Manager will attend but is not responsible for organizing or taking minutes. The project manager shall provide a meeting agenda and issue minutes within four (4) working days of each meeting.

4. The Contractor shall provide a qualified full-time staff member or members to manage the project on site. THIS CONSTRUCTION SUPERINTENDENT shall coordinate, organize and manage the project from the contractors on site field office and oversee their own work and the work of their sub-contractors. Should the contractor be responsible for multiple projects at different sites, or multiple locations on one large site, then the contractor shall provide a separate qualified superintendent for each of the projects or locations. This determination shall be made by and subject to the approval of the Owner, Architect and Construction Manager who at all times may require additional manpower. The superintendent shall be responsible for onsite safety, quality assurance, conformance with the Contract

- Documents and perform coordination with all on site construction personnel and/or subcontractors. The construction superintendent shall be subject to the approval of the Owner, Architect and Construction Manager who at all times have the right to require the contractor to replace this construction superintendent if they fail to perform.
5. The subcontractors shall also have a designated superintendent and/or foreman who will at all times be subject to the approval of the Owner, Architect and Construction Manager. The Owner, Architect and the Construction Manager reserves the right to require the contractor to replace the superintendent and/or foreman if, in the opinion of the Owner, Architect and Construction Manager, the superintendent and/or foreman is not performing satisfactorily.
 6. Each subcontractor shall coordinate his activities with the activities of other contractors.
 7. All questions pertaining to the work are to be made to the A/E sufficiently in (via an RFI Form) advance of construction to permit comparisons investigation or references to drawings and shop drawings as necessary.
 8. The Contractor is required to submit a site logistics plan coordinating all Owner functions with the access and safety of the job site.
 9. The Contractor is required to coordinate all the inspection and material testing to meet the contract documents specifications.
 10. The Contractor has full and sole responsibility for construction methods and implementation of a "quality control system" to insure coordination.
 11. The Contractor is responsible for field verification of all dimensions/measurements for the coordination of materials and trades. Check field dimensions, clearances, relationships to available space, and anchors.
 12. The Contractor shall make all necessary arrangements to conduct work so that all parts shall be carried on harmoniously and simultaneously or sequentially, so as components or increments of the same shall not interfere or retard the progress of others.
 13. Minor changes in locations of equipment, parts, etc. due to field conditions shall be made, if so directed, at no additional cost.
 14. The Contractor shall coordinate the delivery, unloading, movement, relocation, storage and protection of all materials.
 15. The Contractor shall examine the drawings and dimensions and is responsible for satisfactory joining and fitting of all parts of the work.
 16. Accurate dimensions, sleeved and opening drawings are to be submitted prior to placement in the field.
 17. Prepare coordination drawings for all above ceiling areas throughout the entire project. Drawings shall show all piping, duct, cabletrays, electrical ductbanks, and similar items, but not electrical conduit less than 4 inches in diameter, and complete architectural, mechanical and electrical reflected ceiling layouts, (including ductwork, conduits, piping, lighting, etc.).
 18. The Contractor is responsible for any omissions of the subcontractors and is required to provide a complete operating facility.
 19. The Contractor shall be responsible for preserving the integrity of ceiling heights and room sizes and shall:
 - a. Check compatibility with equipment, other work, electrical characteristics, and operational control requirements. Check motor voltages and control characteristics. Coordinate controls, interlocks, wiring of pneumatic switches, and relays. Coordinate wiring and control wiring diagrams. Review the effect of changes on other work. Obtain and distribute installation data on each item of equipment requiring mechanical or electrical connections;
 - b. Coordinate and observe start-up and demonstration of equipment and systems. Observe and maintain record of tests and inspections. Coordinate maintenance of record documents;
 - c. Assist the Consultant and Construction Manager with final inspections.
 - d. Inform the Owner via the Construction Manager when coordination of his work is required;
 - e. Coordinate all mechanical, plumbing, electrical, food service and equipment/furnishings work, and coordinate that work with all other work.
 20. Where space is limited, coordinate arrangement of mechanical, electrical, and other work to fit, show plan and cross-section dimensions of space available, including structural obstructions and ceilings as applicable.
 21. Coordinate cutting and patching activities and sequencing.
 22. The Architect /Engineer, Construction Manager and Owner shall assist in resolution of any coordination items.

§ 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.

§ 3.4.4 The Contractor must provide suitable storage facilities at the site for the proper protection and safe storage of his materials. Such storage facilities must be approved in advance in writing by the Architect.

§ 3.4.5 All materials delivered to the premises which are to form a part of the work are to be considered the property of the Owner and must not be removed without the Architect's consent; but the Contractor shall remove all surplus materials upon completion of each phase of the work and as directed by the Architect.

§ 3.4.6 When any room is used as a shop, storeroom, etc., during the progress of the work, the Contractor making use of the space will be responsible for any repairs, patching, or cleaning arising from such use. Prior approval of Architect for use of such areas is mandatory.

§ 3.4.7 Not later than seven (7) days from the Notice to Proceed, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications Divisions 1-16, and if applicable, the installing Subcontractor's name.

§ 3.4.8 The Contractor will be held to be to be thoroughly familiar with all conditions affecting labor in the locale of the Project, including, but not limited to, trade jurisdictions and agreements, incentive and premium time, pay, procurement, living and commuting conditions. Contractor shall assume responsibility for costs resulting from his failure to verify conditions affecting his labor. Prospective bidders are advised that the Project may be subject to a Project Labor Agreement (PLA). If required, the PLA will be binding upon all Contractors performing on-site Project work, as defined in the PLA. The PLA can be examined, and copies obtained at the Business Office of the School District between the hours of 9:00 a.m. and 3:00 p.m. This project does not require a PLA.

§ 3.4.9 Contractor shall be responsible for labor peace on the Project and shall at all times make its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances, and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3.1, Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes.

§ 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 Substantial Completion. This Section shall not truncate, shorten or alter in any way Manufacturer's Warranties.

§ 3.5.2 The Contractor represents that all manufacturer and supplier warranties shall run directly to or be specifically assignable to the Owner. The Contractor warrants that all portions of the work that will be covered by a manufacturer's or supplier's warranty shall be performed in such a manner so as to preserve all rights under such warranties. The Contractor hereby assigns to the Owner effective upon the termination of this contract all manufacturer's and supplier's warranties relating to the Work, and the Contractor shall upon request of the Owner, execute any document reasonably requested by Owner to effectuate such assignment. If the Owner attempts to enforce a claim based upon a manufacturer's or suppliers warranty and such manufacturer or supplier refuses to honor such warranty based in whole or in part on a claim of defective installation by the Contractor, the Contractor shall be responsible for any resulting loss or damages incurred by the Owner as a result of the manufacturer's or supplier's refusal to honor such warranty. The Contractor's obligations under this Subparagraph 3.5.2 shall survive the expiration or earlier termination of the Contract. The warranty period for all work of each Contractor shall be two (2) years from the date of final inspection and acceptance by the Owner unless otherwise specified.

§ 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.

§ 3.6.1 The owner is exempt from all taxes including Federal Excise Tax, fuel tax, transportation taxes and State Sales or Use Tax.

§ 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. The CONTRACTOR shall pay for and provide the Architect with copies or receipts of all required permits and fees, licenses and inspections. Owner will reimburse contractor the cost of the permit by a change order .

- .1 It shall be the obligation of the Contractor to review the Contract Documents and to determine and to notify the Owner and Architect of any discrepancy between building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine.
- .2 The Contractor shall not violate any zoning, setback or other requirements of applicable laws, codes and ordinances, building codes, rules or regulations, the Contractor promptly shall notify the Architect, in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.1.1 The required Building Permit or Permits shall be secured by the Contractor for his trade; or by the Prime Contractor in charge of the Work when the Contract combines more than one trade under a Single Contract. This shall include permits required for the Construction Manager's Trailer. The Owner will pay the building permit fees.

§ 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 all costs attributable to the correction thereof or related thereto, including all fines and penalties.

§ 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 three (3) days after

Init.

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. 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
- .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 .

§ 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 full time competent superintendent and necessary assistants acceptable to the Owner, Construction Manager and Architect 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.

§ 3.9.4 A superintendent for the contractor shall be required for the overall project. The number of necessary Assistants to the superintendent shall be such that all areas where work is in progress shall be adequately supervised by the Contractor's superintendent or one of his assistants (if any). If, in the Architect, Engineer, or Construction Manager's opinion, the quality or progress of the work are adversely affected by lack of adequate supervision, the Contractor shall be required to increase the number of supervisory personnel at no increase in the Contract sum.

§ 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

Init.

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. The schedule which is prepared by the Contractor shall indicate the proposed starting and completion date for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and must be submitted to the Architect with Contractor's Applications for Payment. If the schedule is not submitted with the payment application, no payment will be processed. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time started in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. Upon request and demand by Architect/Owner, Contractor shall provide a recovery schedule in accordance with the Specifications. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.1.1 Refer to Division 01 Sections for requirements for the Contractor's construction schedule.

§ 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 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. 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.

§ 3.12.6 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 in writing 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 written 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, completeness 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.

§ 3.12.11 All shop drawings are to include manufacturer's data. All shop drawings and samples are to be submitted by the Contractor to the Architect for review. Each sheet of the shop drawings shall identify the project, contractor, subcontractor, and fabricator or manufacturer and the date of the drawings. All shop drawings shall be numbered in consecutive sequence and each sheet shall indicate the total number of sheets in the set.

Init.

§ 3.12.12 Substitutions: All substitutions or deviations from plans and specification must be clearly noted as such on all shop drawings. Contractor shall identify, coordinate and pay for any additional requirements as a result of substitutions, deviations, etc., including necessary change orders. In addition, substitution submittals shall be made no later than 30 days after Notice to Proceed in order to provide time for comparison review. All submittals after 30 days shall be in strict accordance with the basis of design / specified products.

§ 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.

§ 3.13.1 The Contractor shall not place or maintain, or allow to be placed or maintained, any advertising matter, sign, bill, poster, etc., on or about the Site, except those required by law or by the Contract Documents, or approved, in writing, by the Architect.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Building in the event of partial occupancy, as more specifically described in Paragraph 9.9.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such and suggest alternatives through which the same results can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirement of the rules and regulations. The Contractor shall also comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project site and the Building.

§ 3.13.6 The Contractor shall provide a temporary construction fence weather shown on the contract documents or not as required to separate the area or areas under construction from the Owners area or areas used by the public. The temporary fencing shall be approved by the Owner prior to installation. The fence shall be 6' high and have vinyl privacy fabric obstructing views into the construction area.

§ 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.

§ 3.15.3 The Contractor shall perform all daily clean up and removal of debris from the site including that of his subcontractors. The Contractor shall maintain an adequate supply of laborers to accomplish daily clean up and removal of debris from the site and work areas. No debris will be allowed to accumulate in or around the building including masonry debris. The building site must be maintained free of all litter, dirt, dust and debris on a daily basis. The Owner's Team may stop all work and require all personnel on site to clean up. No accumulation of flammable material is permitted. Prior to installation of finishes the floors will be swept or vacuumed and kept free of dust and dirt until turned over to the Owner. Contractor shall immediately notify Architect/ Owner in the event of snow and or ice accumulation in the site which can reasonably affect safety.

§ 3.15.4 Cleaning and debris removal may be considered a safety concern by judgment of the Owner or his agents and as such the work may be stopped to provide time and labor for immediate clean up.

§ 3.15.5 Final Clean-Up: The Contractor has the responsibility for the final clean-up and policing of the entire site after other contractors have removed their own waste materials, rubbish, equipment, tools and plant. In addition, thereto, the General Construction Contractor shall have a professional cleaning company perform the following immediately prior to the Architect's inspection for Substantial Completion:

- .1 Removal of all manufacturer's temporary labels from materials, equipment and fixtures.
- .2 Removal of all stains from glass and mirrors; wash, polish, inside and outside.
- .3 Removal of marks, stains, finger prints, other soil, dust, dirt, from painted, decorated, or stained woodwork, plaster or plasterboard, metal, acoustic tile, and equipment surfaces.
- .4 Remove spots, paint, soil, from resilient flooring.
- .5 Remove temporary floor protections; clean, strip and provide three (3) coats of wax on new VCT floors or otherwise treat as directed by the material manufacturers recommendation, all finished floors. Final vacuum all carpet.
- .6 Clean all interior finished surfaces, including doors and window frames, and hardware required to have a polished finish, of oil, stains, dust, dirt, paint, and the like; leave without finger prints, blemishes.
- .7 Final site clean-up shall extend beyond the Contract Limit Lines as reasonably required to insure the complete removal of all construction debris from the entire site, including staging areas.

§ 3.16 Access to Work

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

§ 3.16.1 The Contractor shall promptly notify the Architect/Engineer, Construction Manager and Owner of the presence of hazardous conditions at the site, including the start of hazardous operations or the discovery or exposure of hazardous substances.

§ 3.16.2 Contractor shall be responsible for snow plowing and snow removal as required to maintain access/egress to construction area.

§ 3.16.3 Contractor shall keep only necessary equipment on site and shall cooperate with the Owner regarding location of stored material.

§ 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, defend 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.

§3.18.1.1 Contractor, for itself, its successors and assigns, agrees to indemnify, defend, and save Owner, the individual members (past, present and future), its successors, assigns, employees, agent, Architects, Engineers, harmless from, and against any and all claims, demands, damages, actions or causes of action by any party, together with any and all losses, costs or expenses in connection therewith or related thereto, including, but not limited to, attorney fees and costs of suit, for bodily injuries, death or property damage arising in or in any manner growing out of the work performed, or to be performed under this Contract. Contractor and its successors and assigns agree to indemnify the Owner, its individual members (past, present and future), its successors, assigns, employees, agents, Architects, and Engineers against all fines, penalties or losses incurred for, including, but not limited to, attorney fees and costs of suit, or by reason of the violation by Contractor in the performance of this Contract, or any ordinance, regulation, rule of law of any political subdivision or duly constituted public authority. Without limiting the foregoing, the Contractor, at the request of Owner, its individual members (past and present), its successors, assigns, employees, agents, Architects, or Engineers, agrees to defend at the Contractor's expense any suit or proceeding brought against Owner, its individual members (past, present and future), its successors, assigns, employees, agents, Architect, Engineers due to, or arising out of the work performed by the Contractor.

§3.18.1.2 The Contractor assumes the entire risk, responsibility, and liability for any and all damage or injury of every kind and nature whatsoever (including death resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property (including the Work itself) caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by the Change Order or otherwise. To the fullest extent permitted by law, the Contractor and its Surety shall indemnify and save harmless the Owner, the Architect, the Architect's consultants, and the respective agents and employees of any of them (herein collectively called the Indemnitees) from and against any and all liability, loss, damages, interest, judgments, and liens growing out of, and any and all costs and expenses (including, but not limited to, counsel fees and disbursements) arising out of, relating to or incurred in connection with the Work including, any and all claims, demands, suits, actions, or proceedings which may be made or brought against any of the Indemnitees for or in relation to any breach of the Contract for Construction or any violation of the laws, statutes, ordinances, rules, regulations, or executive orders relating to or in any way affecting the performance or breach of the Contract for Construction, whether or not such injuries to persons or damages to property are due or claimed to be due, in whole or in part, to any negligence of the Contractor or its employees, agents, subcontractors, or materialmen, excepting only such injuries and/or damages as are the result of the sole gross negligence of the Owner or Architect.

§ 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.

§3.19 Re-design

§3.19.1 If the Contractor makes, or causes to be made, due to approval of substitute equipment or otherwise, any substantial change in the form, type, system and details of construction from those shown on the Drawings, he shall pay for all costs arising from such changes. The Contractor shall pay, to the Owner, all professional, Legal, Construction Management, Architectural and Engineering fees required to check the adequacy of such changes. Any changes or departures from the construction and details shown shall be made only after written approval from the Architect.

§3.19.2 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the Owner-Contractor Agreement, which representations and warranties shall survive the execution and delivery of the Owner-Contractor Agreement and the final completion of the Work

- .1 that he/she is authorized to do business in the State, County, and / or City where construction will take place at the Project and is properly licensed by all necessary governmental and public authorities having jurisdiction over him/her and over the Work and the site of the Project;
- .2 that he/she is familiar with all Federal, State, Municipal and Department laws, ordinances and regulations, which may in any way affect the work of those employed herein, including but not limited to any special acts relating to the work or to the project of which it is a part;
- .3 that such temporary and permanent work required by the Contract Documents as is to be done by him/her, can be satisfactorily constructed and used for the purposes for which it is intended;
- .4 that he/she is familiar with local trade jurisdictional practices at the site of the project;
- .5 that he/she has carefully examined the plans; the specifications and the site of the work, and that from his own investigations, he/she has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, and the general local conditions, and all other materials which may in any way affect the work or his/her performance;
- .6 that he/she has determined what local ordinances, if any, will affect his work. He/She has checked for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers-of-commerce, planning commission, industries, or utility companies who have jurisdiction over property on which the Work will be performed. Any costs of compliance with local controls are included in the prices bid, even if documents of such local controlling agencies are not listed specifically in the Contract Documents.

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 and referred to throughout the Contract Documents as "the Architect" as though singular in number and masculine in gender. The term "Architect" means The Design Collaborative or the Architect's authorized representative.

§ 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 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 **and the Architect**. 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.

(Paragraph deleted)

Init.

§ 4.2.11 The Architect will interpret and decide matters concerning The Contractors 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 language and intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. .

§ 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.

§4.2.15 Reference in the technical provisions of the specifications to standard specifications and test methods, including those of the American Society for Testing and Materials, the American Iron and Steel Institute, the American National Standards Institute, the American Society of Mechanical Engineers, the American Society of Heating, Refrigeration and Air Conditioning Engineers, the Factory Mutual System, the National Fire Protection Association, Federal Specifications, and other similar nationally recognized technical societies and agencies shall refer to the editions and revisions current with the date of the Contract Documents.

§4.2.16 The Architect's decision with respect to proposed substitutions of material or equipment specified by trade name shall be final. The Architect reserves the right to waive specifications and to accept a proposed substitution which in his opinion is superior to the material or product specified, or to limit the specification to the product specified.

§4.2.17 Approval of substitutions shall not relieve the Contractor of responsibility for adequate fulfillment of all the various parts of the work, nor from specified guarantees and maintenance. Modification of adjacent or connecting work required due to any substitution approval shall be provided as part of the substitution.

§4.2.18 Insofar as practicable, except as otherwise specified or shown, the material or product of one manufacturer shall be used throughout the work for each specified purpose.

§4.2.19 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the manufacturer's directions. Should such directions conflict with the Specifications, the Contractor shall request clarification from the Architect before proceeding.

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 . Identification of Subcontractors required by N.J.S.A. 18A:18A-18 shall be provided with the bid specifications in accordance with that statute. The names of all subcontractors and material suppliers not covered by N.J.S.A. 18A:18A-18 shall be submitted to the Architect for approval not later than seven (7) days after the date of the notice to proceed. The list of proposed subcontractors shall include a description of the materials and equipment each proposes to furnish and install in the work. The description shall be in sufficient detail to allow the Architect to

determine general conformance to Contract requirements. Approval of the submittals required under the Article shall not relieve the Contractor from conformance to the Contract Requirements.

§ 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.

5.2.2.1 The Architect will promptly reply in writing to the Contractor stating whether the Owner or Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or Architect to reply promptly shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

(Paragraph deleted)

§ 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.

(Paragraphs deleted)

§ 5.3.1 The Contractor shall obligate each subcontractor specifically to comply with the New Jersey Plan of Affirmative Action to avoid discriminatory practice in employment.

§ 5.3.2 The Contractor shall obligate each subcontractor to comply with the applicable prevailing wage schedule of the Department of Labor of the State of New Jersey.

§ 5.3.3 The Contractor shall obligate each Sub-Contractor to comply with the requirements of the Public Works Contractor Registration Act of the State of New Jersey.

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 CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE ALL WORK. All trades have a mutual obligation to coordinate their work with the other trades and cooperate as necessary with the Contractor and the Construction schedule – to complete the work as required by the School District. The Construction Manager will provide assistance to the Contractor for coordination between their work and the Owner. The Contractor is required to have their superintendent or foreman on site at all times when their work or that of their subs is in progress.

§ 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. Should the Contractor be damaged by any other separate Contractor on the work by reason of such other Contractor's failure to perform properly his Contract with the Owner, no action will lie against the Owner and the Owner shall have no liability therefore, but the Contractor may assert his claim for damage against such separate Contractor as a third party beneficiary under the Contract between such other Contractor and the Owner.

§ 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.

§ 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 or to other completed or partially completed construction or property on the site or to property of any adjoining Owner or other party.

6.2.4.1 Should the Contractor cause damage to the work or property of any separate Contractor on the Project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or Court of Law if he will so settle. If such separate Contractor sues the Owner, or the Architect or initiates a Court of Law proceeding on account of any damage alleged to have been so sustained, the Contractor agrees that he will hold the Owner or Architects harmless against any such suit, and that he will reimburse to the Owner or Architect, as the case may be, the cost of defending such suit, including reasonable attorney's fee and if judgment against Owner or Architect arises therefrom, the Contractor shall pay all judgment cost incurred by the Owner or Architect.

§ 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 as the Owner determines to be just, based on the recommendation of the Architect.

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.

7.1.1.1 A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim therefor unless it shall, prior to complying with same and in no event no later than five (5) working days from the date such direction or order was given, submit to the Owner's Team its change proposal for the Owner's approval.

7.1.1.2 When submitting its change proposal, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the construction schedule including a specific number of days for a time extension. If the Change Order Request does not provide an additional time request, the Contractor shall not be entitled to an extension of time. The Contractor shall furnish spread sheets from which the breakdowns were prepared, plus spread sheets if requested of any Subcontractors. The Contractor may not claim additional time at a later date and shall remove any language to that effect from his/her Change Order Request.

§ 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 **in accordance with Paragraph 7.4.**

§ 7.1.2.1 Neither this Contract nor the Work to be performed hereunder can be changed by oral agreement. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether there is, in fact, any unjust enrichment to the Work, shall be the basis for any alleged implied agreement by the Owner to the change, any alleged waiver of the Owner's right under this Contract or any increase in any amounts due under the Contract or any or a change in any time period provided for in the Contract Documents.

§ 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.

§ 7.1.4 A directive or order from the Owner or the Architect, other than a Change Order, a Construction Change Directive or any Order for a minor change pursuant to this Article 7, shall not be recognized as having any impact on the Contract Sum or the Contract Time and the Contractor shall have no claim therefore. If the Contractor believes that a directive or order would require it to perform work not required by the Contract Documents, the Contractor shall so inform the Owner and Architect in writing prior to complying with the same and in no event, any later than five (5) working days from the day such direction or order was given, and shall submit to the Owner and Architect for the Owner's and Architect's approval its change proposal.

§ 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.

Init.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum include those listed in Subparagraph 7.3.4 The total for overhead and profit shall NOT exceed 15%.

§7.2.3 Any change in work authorized in writing by the Owner and Architect that will require a change in the cost of the work, whether an additive or deductive change in cost, shall show a complete cost breakdown of labor, material, appropriate overhead and profit (15% maximum) and contract time.

§7.2.4 When a Change Order involves both additions and deletions in material, the net quantity is to be determined and the 15% overhead and profit is to be applied to the net quantity.

§7.2.5 When any change in the Work, regardless of the reason therefore, requires or is alleged to require an adjustment in Contract Time, such request for time adjustment shall be submitted by the Contractor as part of the change proposal. Any Change Order approved by the Owner and for which payment is accepted by the Contractor, in which no adjustment in Contract Time is stipulated, shall be understood to mean that no such adjustment is required by reason of the change, and any and all rights of the Contractor or any subsequent request for adjustment of Contract Time by reason of the change is waived.

§7.2.6 Request by the Contractor for adjustment of the Contract Amount regardless of the reason therefore, shall be submitted to the Architect and the Owner with itemized labor and material quantities and unit prices to permit proper evaluation of the request. A submission by the Contractor containing unsubstantiated lump sum requests for adjustment of the Contract Amount will not be considered by the Owner and Architect. The Owner and Architect will not be liable for any delay incurred by reason of the Contractor's failure to submit satisfactory justification and back-up with any request for adjustment to the Contract Amount.

§7.2.7 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the initial Work which is the subject to the Change Order, including, but not limited to, all direct, indirect and impact costs associated with such change and any and all adjustment to the Contract Sum and the Construction Schedule. The Contractor will not be entitled to any compensation for additional work, impact costs or delays in the Construction Schedule not included in the Change Order.

§7.2.9 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the initial Work which is the subject to the Change Order, including, but not limited to, all direct, indirect and impact costs associated with such change and any and all adjustment to the Contract Sum and the Construction Schedule. The Contractor will not be entitled to any compensation for additional work, impact costs or delays in the Construction Schedule not included in the Change Order.

§ 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 not to exceed 15%. 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 shall be in accordance with the New Jersey Prevailing Wage Rates at the time of the Contract commencement with no additional "labor burden", future increases or any other considerations. ;
- .2 Costs of materials, supplies, and equipment, , whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, only when machinery or equipment is not already on site ;
- .4 Costs of premiums for all bonds and insurance shall be limited to 1.5%, directly related to the change;
- .5 Costs of supervision and field office personnel directly attributable to the change are NOT PERMITTED!

(Paragraph deleted)

§ 7.3.4.1 The allowance for overhead and profit combined, included in the total cost to the Owner, may only include a Contractor, his Subcontractor and shall be limited to a total of 15% of the cost.

§ 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 subcontractors, they shall be itemized.

§ 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

Init.

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 within five (5) calendar days 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 work to be performed under this Contract shall commence after the required insurance has been obtained and approved and within three days after issuance of the notice to proceed by the Owner. The Contract Time shall commence as of the date of the Notice to Proceed unless otherwise specified 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.

§ 8.2.4 Owner, or his/her representative, in coordination with the Contractor, shall set work hours. Contractor may be required to work nights, weekends or holidays as necessary to complete the work in accordance with the Schedule or in coordination with School Activities. Under no circumstances shall the Contractor begin or continue with work that is adversely impacting School activity or operations. All utility shutdowns, interruptions, work in or adjacent to existing buildings will be coordinated through the Owner, or his representative, and may have to be performed during hours when the School is not in operation. All cutting, hammering or other activity that is noisy, produces smoke or fumes or is otherwise disruptive to the School may have to be done during hours when the School is not in operation. Work required to be performed during non-school operating hours, as determined by the Owner or his representative, will be performed at no additional cost to the Owner.

§ 8.2.5 Contractor agrees to increase manpower, increase work hours, and to increase equipment necessary to maintain the Project Construction Schedule, and when also requested by the Architect, Construction Manager and the Owner, and shall be without additional cost or charge to the Owner.

§ 8.2.6 Work shall commence within three (3) days of the issuance by Owner of a Notice to Proceed and shall proceed uninterrupted to Final Completion. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of all or part of the completed Work in accordance with the Milestone Dates set forth in other sections of the Contract Documents, as per approved Schedule, and that the Owner has made arrangements to discharge its public obligations based upon the Contractor's achieving Substantial Completion of all of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work as required by the Project Construction Schedule and/or within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agrees as set forth below.

- .1 If the Contractor fails to achieve partial completion within the requirements of the Milestone Dates or the approved Schedule or to achieve Substantial Completion of all or part of the Work when and as required by the Project Construction Schedule and/or within the Contract Time, the Owner shall be

Init.

entitled to retain or recover from the Contractor and its Surety, as liquidated damages and not as a penalty, the amounts indicated in other sections of the Contract Documents and commencing upon the first day following expiration of the Project Construction Schedule and/or the Contract Time, as the case may be, and continuing until the actual Date of Substantial Completion.

§8.2.7 Adherence to Schedule

- .1 The Owner reserves the right to withhold monthly progress payments if the Contractor is behind schedule, unless the Contractor documents, in writing, any delays that are not the fault of the Contractor and to which the Owner and Architect agree.
- .2 Monthly progress payments will only be released after the Contractor reaches the status of completion for that month contemplated by the construction schedule.

§ 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; or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including labor disputes (other than disputes limited to the work force of, or provided by, the Contractor or its Subcontractors), fire, unusual delay in deliveries not reasonably anticipatable, unavoidable casualties, or by other occurrences which the Architect, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with Subparagraph 8.3.3 hereof, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction schedule. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal (.

§ 8.3.2 . Any claim for extension of time shall be made in writing to the Architect not more than five (5) days after the commencement of the delay, otherwise, it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work. No claim made beyond the five (5) days shall be considered valid.

§ 8.3.2.1 The Contractor agrees that if any delay in the Contractor's works unnecessarily delays the work of any other Contractor or Contractors, the Contractor shall in that case pay all costs and expenses incurred by such parties due to such delays and hereby authorizes the Owner to deduct the amount of such costs and expenses from any moneys due or to become due the Contractor under this Contract. The Architect shall be responsible for ascertaining whether the Contractor is responsible for delaying any of the work of any other Contractor. His decision shall be final.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, any extension of the Contract Time, to the extent permitted under Paragraph 8.3.1., shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity or (4) other similar claims (collectively referred to in this Paragraph 8.3.3. as "delays"), whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work and only to the extent such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay including without limitation consequential damages, lost opportunity cost, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work or directing suspension, rescheduling or correction of the Work) regardless of the extent or frequency of the Owner's exercise of such rights or remedies shall not be construed as an act of interference with the Contractor's performance of the Work. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 The Contractor agrees that the Owner can deduct from the Contract Sum, any wages paid by the Owner to any Inspector or Architect or other professional necessarily employed by the Owner for any number of days in excess of the number of days allowed in the specifications for completion of work.

Init.

§ 8.3.5 Where the cause of delay is due to weather conditions, an extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the previous sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years.

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.

(Paragraph deleted)

§ 9.1.3 Payment procedures shall be as follows:

1. Contractor shall submit Schedule of Values to Architect and Construction Manager for review
2. Prior to end of each pay period, Contractor shall submit a rough draft ("pencil copy") for their payment application for review and approval by the Architect and Construction Manager.
3. Upon approval of pencil copy, Contractor shall submit at least four copies of their payment application to the Architect and Construction Manager for approval along with their certified payrolls and monthly manning reports.
4. Architect and Construction Manager will approve payments and forward to the Owner.

§ 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 which in the aggregate equals that total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as the Architect may direct or as required by the Owner. It will be necessary for all Contractors to divide their contract into a separate schedule for the work performed at the project. These schedules, when approved by the Architect, Construction Manager and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by the Contractor to the "Applications and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directive values shall be broken down to show the various subcontracts. The Application for Payment shall be on AIA Document G702 and G703 and the approved Voucher obtainable from the Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect.

§ 9.2.2 The Contractor shall include the following separate items in his/her schedule of values:

- Punch List Work - Minimum of 2% of contract value
- Value for testing
- Value for Record Drawings and manuals
- Value for final clean-up and monthly value for daily clean up by the Contractor
- Value for equipment start-up and commissioning
- Value for shop drawings
- Value for Owner's attic stock
- Safety protections
- Project Schedule and Monthly Updates
- Winter Protection
- Allowance
- TAB coordination shiv, belts and modifications as required

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment for their Contract on AIA Document G702 and G703 and the approved Voucher obtainable from the School District. Payroll Certification for all employees of all of the workers on the project shall be submitted as well as other such data for the purposes of summarizing the work and tracking the project. The Architect and Construction Manager will process the application and forward it with his recommendations to the Owner .

(Paragraph deleted)

§ 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.

§ 9.3.1.3 Until substantial completion, the Owner will pay 98% of the amount due the Contractor on account of progress payments until a balance of \$500,000 is due the Contractor. The retainage will then be increased to Five Percent (5%) of the \$500,000.00 balance of the contract until final completion. The retainage will be held until final acceptance of the project by the Architect and the Owner. The Contractor shall submit a separate voucher for the full amount of the retainage along with the Consent of Surety, A.I.A. Form G707A and the Contractor shall be required to furnish a Maintenance Bond for 100% of the Project Cost for a period of two (2) years from the Date of Final Acceptance.

§ 9.3.1.4 Upon acceptance of the work performed pursuant to this Contract for which the Contractor has agreed to the withholding of payments pursuant to Article 9 of this Contract, all amounts being withheld by the Owner shall be paid in accordance with Paragraph 9.3.1.3 without further withholding of any amounts for any purposes whatsoever, provided that the Contract has been satisfactorily completed.

§ 9.3.1.5 Each application for payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and Architect:

1. A current contractor's lien waiver and duly executed and acknowledged sworn statement by an officer of the Contractor showing all subcontractors and materialmen with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor and materialmen in the requested progress payment and the amount to be paid to the Contractor from such progress payment.
2. A Purchase Order or Voucher if required by the Owner.
3. A Schedule Update approved by the Architect.
4. A Third Party (not the General Contractor) written Field Safety Inspection Report.
5. An updated Shop Drawing Log showing the status of all of the required Shop Drawings.

§ 9.3.2 At the Owner's Option, 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 Paragraphs 9.3.2.1, 9.3.2.2, 9.3.2.3 and 9.3.2.4 and 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.

§ 9.3.2.1 With each Application for Payment the Contractor shall submit to the Architect and Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total value thereof.

§ 9.3.2.2 The consent of any surety shall be obtained to the extent required prior to the payment for any materials stored off the Project site.

§ 9.3.2.3 Representatives of the Owner shall have the right to make inspections of the off-site storage areas at any

Init.

time.

§ 9.3.2.4 Materials stored off site shall be protected from diversion, destruction, theft and damage to the satisfaction of the Owner, shall specifically be marked for use on the Project and shall be segregated from other materials at the storage facility.

§ 9.3.3 The Contractor warrants and agrees that title to all Work will pass to the Owner either by incorporation in the construction or upon receipt of payment therefor by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligation on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damages to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents, and that no Work covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person

§ 9.3.4 The Contractor acknowledges that actual payments pursuant to any Application for Payment and Certificate for Payment must be voted upon by the Owner at a public meeting. Typically, the Owner has monthly public business meetings. Provided an Application for Payment is received by the Architect not later than the date required by the Owner, and upon issuance of a Certificate of Payment for all or part of the Application for Payment, the Owner shall make payment to the Contractor not later than the tenth (10th) day after the Owner's regular public meeting held during the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ten (10) calendar days after the next regular public meeting of the Owner held after the late submitted Application for Payment has been reviewed and certified for payment by the Architect.

§ 9.3.4.1 Contractor shall comply with the terms of the agreement between Owner and Contractor with reference to Applications for Payment.

§ 9.3.4.2 Certification shall be subject to Consent of Surety presented by the Contractor for each application.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within Fourteen 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. The Architect and Construction Manager must receive this information in accordance with the schedule set forth at the Pre-Construction Meeting

§ 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 or health or safety issues;
- .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.
- .8 The failure of any Contractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. Written confirmation that the record drawings are up-to-date shall be required by the Architect before approval of the Contractor's monthly payment requisition will be considered.
- .9 The Contractor shall provide a third-party Insurance Safety Site Inspection Report monthly and remedy all issues promptly.
- .10 Shop drawings not submitted as required by the Contract Documents.
- .11 Failure to cooperate with Owner, Construction Manager or Architect relative to construction schedule, material storage, coordination with the School District, clean up or safety.

(Paragraph deleted)

§ 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.

- .1 If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to prosecute the Work.
- .2 The failure of the Owner to retain any percentage payable to the Contractor or any change in or variation of the time, method or condition of payments to the Contractor shall not release or discharge to any extent whatsoever the Surety upon any bond given by Contractor hereunder. The Owner shall have the right, but not the duty, to disregard any schedule of items and costs that the Contractor may have furnished and defer or withhold in whole or in part any payment if it appears to the Owner, in its sole discretion, that the balance available in the Contract Sum as adjusted and less retained percentages, may be insufficient to complete the Work.
- .3 Notwithstanding any provision of any law to the contrary, the Contractor agrees that the time and conditions for payment under the Contract for Construction shall be as stated in the Contract for Construction and in the Contract Documents. The Contractor specifically agrees that Owner's failure to give, or timely give, notice of:
 - .1 any error in an invoice or application for payment submitted by the Contractor for payment; or

- .2 any deficiency or non-compliance with the Contract Documents with respect to any Work for which payment is requested, shall not waive or limit any of the Owner's rights or defenses under the Contract for Construction and the Contract Documents, or require the Owner to make a payment in advance of the time, or in an amount greater than, as provided by the Contract for Construction.
- .4 The Contractor shall make payments to its subcontractors in accordance with the provisions of any applicable law governing the time, conditions, or requirements for payment to its Subcontractors, and shall comply with the provisions of any such law.
 - .1 The Contractor will pay its Subcontractors no later than (15) fifteen days after receipt of a payment from the Owner which includes payment for the work of any such Subcontractors.
 - .2 The Contractor shall require its Subcontractors, by appropriate agreement, to pay their subcontractors and suppliers (of any tier) within the same time.
 - .3 The Contractor and its Surety shall indemnify and defend the Owner any loss, cost, expenses, or damages including attorney's fees, arising from or relating to the Contractor's failure to comply with such law.

§ 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. Notwithstanding Certification by the Architect, the Owner may refuse to make payment based on any default by the Contractor including, but not limited to those defaults set forth in Subparagraphs 9.5.1 through 9.5.1.11. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults by the Contractor remain uncured.

§ 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.

§ 9.6.9 The Owner will issue timely payments to the Contractor in accordance with the requirements of "The Prompt Payment Act", N.J.S.A. 2A:30A-1, et seq. The Contractor is hereby notified that the Owner, as a public entity, requires all payments to be approved at scheduled public Board of Education meetings. The vote on authorization for payments will be made at the first public meeting of the Board, following the Board's receipt of the Architect's authorization for payment, and paid during the subsequent payment cycle.

§ 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 for reasons other than a default of the Contract, including but not limited to those defaults set forth in Subparagraphs 9.5.1.1 through 9.5.1.11 pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by a court of law, 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.

§ 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 which the Owner agrees to accept separately is sufficiently complete in accordance with this definition and the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered substantially complete until all project systems included in the Work are operational as designed and scheduled, all designated or required inspections, certifications, permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use and occupancy of the Project are received, designated instruction of Owner's personnel has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the building on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's (or those claiming by, through or under the Owner) normal operations. Contractor recognizes that normal operations requires the use and occupancy of the Work by students and faculty without interruption and that any punchlist or corrective work shall be done at times when the Work is not so occupied. As a further condition of substantial completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the date of substantial completion. In addition to any other definitions of Substantial Completion as defined by the contract documents, the following is required before the project is considered "Substantially Complete":

In addition to the above the following items must be completed in order to deem the work Substantially Complete:

1. All required final inspections have been completed by the authority having jurisdiction resulting in a TCO or CO, (certificate of continuing occupancy).
2. Air Balancing Reports: Reports can be hand written field notes but must be reviewed and approved via the shop drawing process by the Mechanical Engineer. Final Air and Water Balancing Reports certified by the licensed balancer are required for "Final Acceptance" and the start of the warranty period. (These reports must be submitted in accordance with the shop drawing process to The Design Collaborative so that they can be tracked and approved and distributed to all applicable parties).
3. Equipment Start Up Reports: Reports can be hand written field notes but must be reviewed and approved via the shop drawing process by the Mechanical Engineer. (These reports must be submitted in accordance with the shop drawing process to The Design Collaborative so that they can be tracked and approved and distributed to all applicable parties).
4. Owner On-site ATC Training: Refer to the ATC specifications for training requirements on-site and off-site. The Owner does not have beneficial use of the mechanical system until they can operate it following this training.
5. Completion of Commissioning: Refer to the Start-up and Adjustment specifications. This process will require the Owner's Operator, Construction Manager and the Mechanical Engineer on site to witness a demonstration and operation of every mechanical device. The devices shall be operated from the on-site Owner's ATC Computer and verified by the Mechanical Contractor's field personnel to confirm proper operation. In addition to this demonstration, the contractor shall demonstrate Owner required maintenance

of all mechanical equipment to maintain the manufacturer's warranty. This should include but not be limited to belt tension/adjustments, filters, etc. Please schedule several days for the commissioning process.

6. Written certification from a qualified, AHC (Certified Architectural Hardware Consultant) that the hardware, cores and keying has been installed and tested in every door and is 100% complete for each phase or the total project whichever comes first.
7. Provide a Fire Alarm System NFPA Record of Inspection and Testing Certification Form.

§ 9.8.2 "PUNCH LIST": 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 "PUNCH LIST" to be completed or corrected along with all special warranties required by the Contract Documents endorsed by the contractor 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.

§ 9.8.2.1 The Contractor shall perform a Quality Control / Quality Assurance QC/QA Punchlist of all work prior to requesting Substantial Completion and a punch list from the Owners Team. The Contractor's Project Manager shall take the lead and conduct an onsite review with the Contractor's superintendent and representation from every major sub prime contractor. Notification of this onsite walk thru shall be provided in writing to all members of the Owners Team who may or may not choose to attend. The Contractor's Project Manager shall record and distribute this QC/QA Punchlist in a matrix that provides an additional column for the Contractor to document the completion of the work and the date. After successful completion of the Contractor's QC/QA Punchlist and all work, the Contractor shall request the Owners Team perform a Punchlist. Substantial Completion shall be requested in accordance with paragraph 9.8.1.

§ 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 and the requirements above 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 in writing 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.

§ 9.8.4.1 The Architect's Certificate of Substantial Completion shall be subject to the Owner's final approval.

§ 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. .

§ 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 , 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.

§ 9.9.4 The occupancy of any portion of the Work shall not constitute acceptance of any Work, except as hereinafter stated, nor does it waive the Owner's right to Liquidated Damages. Final Acceptance of the Work shall be for the whole Work only and not part.

§ 9.9.5 As portions of the Project are completed, and occupied, Contractor shall ensure the continuing construction activity will not unreasonably interfere with the use, occupancy and quiet enjoyment of the completed portions thereof.

- .1 The Contractor agrees to coordinate the Work with the Architect and the Owner in order to minimize disturbance to occupied portions of the structure.
- .2 In the event performances or scheduled events by the Owner are conducted in close proximity to the Work in progress, the Contractor agrees to cease all work which may disturb the Owner's occupants at the site.

§ 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. All warranties and guarantees required pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final application for payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.1.1 The Architect's Certificate of Final Completion shall be subject to the Owner's final approval.

§ 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) evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents: including but not limited to (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems, (b) delivery of keys to Owner with keying schedule: master, sub-master and special keys, (c) delivery to Architect of Contractor's General Warranty (as described in Paragraph 3.5) and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Architect's review and delivery to Owner, (d) delivery to Architect a printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work; parts lists and special tools for mechanical and electrical Work, in approval form, (e) delivery to the Architect of specified Project record documents and (f) delivery to Owner of a Final Waiver of Liens (AIA Document G-706 or other form satisfactory to Owner), covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized. In addition to the foregoing, all other submissions required by other articles and paragraphs of the Specifications including final construction schedule shall be submitted to the Architect before approval of final payment. 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

Init.

/

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.

9.11 LIQUIDATED DAMAGES

§ 9.11.1 The Contractor understands and agrees that all work must be performed in an orderly and closely coordinated sequence so that the date for substantial completion is met.

§ 9.11.2 If the Contractor fails to complete his work or fails to complete a portion of his work, he shall pay the Owner, as liquidated damages and not as a penalty, the sum as specified in the technical portion of the contract documents. Such amount is agreed upon as a reasonable and proper measure which the Owner will sustain each calendar day by failure of the Contractor to complete work within the stipulated time.

§ 9.11.3 For projects that have milestone completion dates, liquidated damages shall apply to all phased construction milestone dates as established by the phasing plan, sequencing section and/or the Summary of Work.

§ 9.11.4 Substantial completion will be determined by the Architect as defined in paragraph 9.8.1.

§ 9.11.5 For damage occurring at the time of delay, the Owner may retain the amount due to him under this clause from any payments due to the Contractor.

§ 9.11.6 The Owner will suffer financial loss if the project is not substantially complete as established in Specification Section 003120 within the Contract Documents. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the fee stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the work is substantially complete. See Specification Section 003120 "Milestone Dates and Liquidated Damages" for dollar amounts per calendar day. **TIME IS OF THE ESSENCE; the times and dates specified in this agreement are vital and mandatory to the Owner**

§ 9.11.7 Contractor has thirty (30) days to complete the final punch list. Liquidated damages will be addressed starting on the 31st day after receipt of Notice of Substantial Completion or issuance of the Final Punch List, whichever comes later, to that date of the Architect's and Construction Manager's acceptance that all punch list(s) have been completed. See Specification Section 003120 "Milestone Dates and Liquidated Damages" for dollar amounts per calendar day.

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.

§ 10.1.1

1. The Contractor must fully comply with the job safety requirements in addition to all Federal, State and Local safety guidelines. All cost associated with complying with all safety requirements shall be included in each contractor's base bid.
2. The Contractor will serve as the overall Project Safety Coordinator and shall be responsible for all issues of safety and protection. The Contractor shall designate a safety person at the job site while the contractor is working on the project site. The designated safety person shall be responsible for the safety of their work and for their workers and to make continuous inspections for all safety issues relating to his work. The Architect or Construction Manager are not responsible for safety on this project but will endeavor to promote safety. Each Contractor must comply with job Safety Requirements in addition to OSHA and local agency requirements. Failure to comply with safety issues will be grounds for withholding of payments.
3. Contractor will comply with all reasonable requests of the Owner and Construction Manager with respect to additional security and protections required for work interfacing with Facility Operations. Safety is of utmost importance on this project and all issues relative to safety and protection of the Facility, Staff and Occupants will be treated as emergency needs and will not be subject to the 7-day notice requirements of Article 14.
 - A. The Contractor to provide, maintain, relocate and remove in coordination the Construction Manager a 6' high, perimeter security fence. Fence will surround the building and proposed parking areas and will have signage attached at 100' intervals advising "Construction Area – Please Keep Out". The Contractor to be responsible for opening and securing site each day.
 - B. Orange safety fencing will be installed around the entire area of any and all earthwork, excavations, etc. and will be maintained until the work is complete.
 - C. This is a hard hat job. Identifying hard hats shall be worn at all times.
 - D. Hot work permits will be issued by foreman for all activities involving open flames.
4. The proper execution of the required safety provisions is directly related to the general condition safety line item on the schedule of values. The failure to provide a competent person on site to properly identify and take immediate corrective action may result in deductions to the general condition safety line item of the schedule of values.
5. The Contractor shall be responsible for the immediate investigation and resolution of all safety and environmental complaints / issues generated by contractor employees, owners, owner's representatives or members of the public.
6. Contractor shall maintain all egress routes throughout building. Contractor shall post exit signs as coordinated with the Construction Manager. Contractor shall provide wall hung fire extinguishers throughout building as deemed necessary by the Construction Manager and fire officials.
7. Contractor's safety representative shall perform a daily safety inspection walk through to ensure that all requirements of the OSHA Standards, Fire Protection Standards and Safe Work Practices are being with and/or corrected. The responsibility of the Contractor is to provide a safe and healthy work environment for construction personnel, Owner's personnel and representative, and the public.
8. Upon written receipt of safety concerns and /or issues, the Contractor shall respond in writing addressing how the safety concerns or issues were resolved. The Construction Manager shall be copied on all safety-related correspondence.
9. The Contractor's response and compliance with correction of deficiencies noted in the safety concerns notice issued by the Authority having jurisdiction is mandatory. Failure to comply will be grounds for withholding of progress payments until the conditions are acceptable to O.S.H.A or Authority having local jurisdiction.
10. The Contractor shall submit to the Construction Manager, a copy of all licenses (welding, power nailers, asbestos, etc.) as required by applicable agencies.
11. Contractor shall have all required personal protective equipment and materials available for use by each employee as required by Federal, State and Local guidelines.
12. Contractor shall supply proper equipment and crew sizes as necessary to safely complete the work.

13. Contractor shall provide documented safety training for each of their employees and subcontractor's employees no later than the first day they arrive on site. The training shall be documented and signed by the trainer and employee. A copy of all safety-training documents is to be provided to the Owner and updated as manpower loading increases.
14. The Contractor shall supply (2) two OSHA approved means of access/egress to each floor and roof for the course of the entire project for use by all applicable parties. The Contractor shall erect and maintain OSHA approved pedestrian walking bridges, for emergency access/egress and as necessary to protect personnel from overhead work
15. The Contractor shall be responsible for providing and maintaining all temporary emergency egress routes. The Contractor shall obtain the approval of the Building and Fire Departments for all temporary emergency egress routes. General Contractor to provide for fire separation walls between occupied areas as required by local officials.
16. Contractor shall provide OSHA approved pedestrian walking bridges as necessary (determined by the Construction Manager) to protect against overhead hazards.
17. Contractor shall provide, relocate and /or maintain barricades, signage, provide flagmen etc. as necessary to ensure public safety and safe egress. Contractor to provide, maintain, relocate and remove in coordination with the Construction Manager, the perimeter security fence.
18. Notify the Construction Manager, immediately upon arrival of OSHA to the site.
19. Contractor shall submit to the Construction Manager, all MSDS sheets and shall cooperate in the posting of all required notifications relative to the use of hazardous substances on the property. Contractor to comply with NJ Law regarding the use or storage of hazardous substances in Schools. MSDS sheets shall be posted prior to product being delivered to site.
20. Contractor, subcontractor, vender, etc. should enforce a full time no smoking or alcohol use policy for all employees during the entire course of the project. Any worker found violating these reflections, or being belligerent, will be subject to removal from the site at the sole discretion of Owner.
21. Contractor shall be responsible to secure the site at the end of each workday by an effective means and maintain until all parties determine no longer required.
22. For the safety of occupants, staff, and the public, the steel erection must be scheduled and coordinated with the Construction Manager. Swinging of steel and crane boom over occupied space will not be allowed. Steel contractor shall provide additional barricades and fencing around his crane and steel at all times.
23. Contractor must submit an acceptable OSHA compliant site specific written safety plan to the Construction Manager, for review within fourteen (14) days from the notice to proceed or prior to mobilizing on site, whichever comes first. The written safety plan shall include (as applicable to their work) but is not limited to the following:
 - Full time no smoking policy or alcohol use is allowed on the project. Any worker found violating these restrictions, or being belligerent, will be subject to removal from the site. (Contractors shall post required signs).
 - Full time hard hat policy (identifying hard hats shall be worn at all times).
 - Site specific emergency action plan with contractor phone numbers, active 24 hours a day, 7 days a week.
 - Competent on-site safety representative, named and active (Provide alternate)
 - Scaffold erection plan, including a log of daily inspections.
 - Full time fall protection plan for exposures over 6'-0".
 - Job site signage plan (Perimeter fence warning signs posted 50'-0" o/c.
 - First aid and CPR provisions.
 - OSHA 200 log and Job Safety and Health Protection poster.
 - Daily clean up.
 - Hazard Communication Program with MSDS logged and maintained.
 - Hazard Communication program.
 - Daily diary of work, issues, and incident, etc.
 - Sheeting, shoring and excavations protection line.
 - GFI safety program.
 - Hazardous Energy Control Lock out tag out program.
 - Required safety clothes; Eye & ear protection, respirators, boots, belts, gloves etc. as appropriate to their work requirement.
 - Fire Extinguishers.
 - Removal guard rail and protection at material loading areas, 200lb force minimum requirement.

- All stairs and platforms must have railings, 200lb force minimum requirement. Stair pains and landings must be filled prior to their use.
- Daily inspection of tools and equipment; verify safety devises are operational.
- Ladder usage plan.
- Weekly tool box meetings, documented and signed by each employee
- Temporary heat procedures.

24. Contractor shall maintain and submit a complete copy of the written safety plan, logs, diaries, plans and programs on site for the Owner.
25. The Contractor shall provide a third-party Insurance Safety Site Inspection Report monthly and remedy all issues promptly.

The speed limit within the project property is 5MPH. Contractor employees operating vehicles in excess of the speed limit or in any otherwise unsafe manner will be directed to leave the site and not permitted to return.

§ 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. as well as any other real or personal property of the Owner.
- .4 The Contractor shall provide a third-party Insurance Safety Site Inspection Report monthly and remedy all issues promptly.

§ 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.

§ 10.2.2.1 Contractor shall comply with all regulations required by the Federal Occupational Safety and Health Act (OSHA).

§ 10.2.2.2 The Contractor shall conform to all applicable New Jersey Department of Environmental Protection regulations.

§ 10.2.2.3 Contractors must comply with Construction and Environmental Standards contained in Federal and State Regulations and other applicable laws.

§ 10.2.2.4 It is the Contractor's responsibility to determine the existence of potentially hazardous materials, including lead, and to protect his workmen and the work area.

§ 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.

§ 10.2.9 Contractor shall protect adjoining private or municipal property and shall provide barricades, temporary fences and covered walkways required by prudent construction practices, local building codes, ordinances or other laws, or the Contract Documents.

§ 10.2.9.1 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits under the Contractor's control shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site. Contractor will comply with all reasonable requests of the Owner and Construction Manager with respect to additional security and protections required for work interfacing with School Operations. Safety is of utmost importance on this project and all issues relative to safety and protection of the School, Staff and Students will be treated as emergency needs and will not be subject to the 7-day notice requirements of Article 14.

§ 10.2.10 The Contractor shall remove snow or ice which may accumulate on the site within areas under his control which might result in damage or delay.

§ 10.2.11 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner and Contractor, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access. Whenever unattended, including nights and weekends, mobile equipment and operable machinery shall be kept locked and made inoperable and immovable.

§ 10.2.12 Neither the Owner nor the Architect nor Construction Manager shall be responsible for providing a safe working place for the Contractor, the Subcontractors or their employees, or any individual responsible to them for the work.

§ 10.2.13 The Contractor shall conform to requirements of OSHA, the Construction Safety Code of the State Department of Labor and those of the AGC Manual. The requirements of the New Jersey and Local Building Construction Codes shall apply where there are equal to or more restrictive than the requirements of the Federal Act.

§ 10.2.14 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work as necessary from injury or any cause.

§ 10.2.15 The Contractor shall promptly report in writing to the Owner and Architect and Construction Manager all accidents arising out of or in connection with the Work which caused death, personal injury or property damage giving full details and statements of any witnesses. In addition, if death, serious personal injury or serious property damage is caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager and Architect.

§ 10.2.16 Contractor is required to follow and enforce the work rules set forth below. Failure to comply with or enforce any of these rules will be grounds for suspension and/or termination of this Contract:

- .1 No use of alcoholic beverages prior to or during working hours. Anyone found impaired after lunch will be escorted from the Project site.
- .2 No use of illegal drugs or prescription medications which could induce drowsiness or otherwise impair perception or performance. Use of illegal drugs may result in prosecution to the fullest extent of the law. Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment.
- .3 No horseplay or rough-housing will be allowed.
- .4 No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.
- .5 All employees shall use proper sanitation habits including use of toilet facilities and garbage cans.
- .6 All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards.
- .7 All equipment is to be properly stored and/or secured at the end of the work day or if it is to remain idle for greater than one hour.
- .8 All personnel are to be made aware of the availability of Material Safety Data Sheets for materials used at the Project site. This information is available from the Contractor using the product. The Contractor shall maintain a copy of all MSDS forms at the construction site office for all personnel to review.

§ 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 adjustments shall be accomplished as provided in Article 7.

(Paragraphs deleted)

§ 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.

Init.

§ 10.3.7 The Contractor shall submit to the Owner all MSDS sheets and shall cooperate in the posting of all required notifications relative to the use of hazardous materials on school property. Contractor to comply with NJ Law regarding the use or storage of hazardous materials in Schools.

§ 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.

§ 10.4.1 The Contractor shall furnish documentation that the firm and its employees are familiar with the following regulations of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) relating to the application, removal, disposal and treatment of asbestos:

- .1 OSHA regulations, 29 CFR, 1910.1001 (Asbestos Standards for General Industry), 1926.58 (Asbestos Standards for Construction), 1926.59 (Hazard Communication) and 1910.134 (Respirator Standard).
- .2 EPA regulations, namely: Subpart M or 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants, and as amended.

§ 10.4.2 Contractor shall maintain and make available at least one copy of each of the regulations cited above at both the Contractor's business office and in view at the Project site.

§ 10.4.3 The Contractor shall furnish written proof that its employees have had instruction on the dangers of asbestos, respirator use, proper fit and testing of approved respirators, decontamination, The Contractor shall further document that all workers on the job (supervisors and asbestos workers) have completed a training program for asbestos removal in one of the following states: New York, New Jersey, Pennsylvania and/or Delaware which has been endorsed and conducted under the guidelines and regulations of the state agencies having jurisdiction in asbestos matters. Documentation shall consist of a Certificate of Identification Card issued by the Agency providing instructions.

§ 10.5 EMERGENCY/SAFETY PLAN

All parties involved in the construction process should be aware of emergency services that may be required during the construction process.

Contractor shall establish the site-specific Emergency Action Plan and, after approval by the owner, and local authorities, shall display at site trailers and various locations at the site.

In case of an accident, emergency, or injury on the job site, the Contractor shall immediately follow the Site-Specific Emergency Action Plan. Following the incident, the Contractor shall submit to the Construction Manager a complete written accident report detailing the circumstances which caused the accident, extent of injuries, damage to the building, time of accident, corrective action required, etc.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

All insurance provisions shall be confirmed with Owner's Insurance Agent.

§ 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, the State of New Jersey, the New Jersey Department of Education, New Jersey Schools Development Authority and the New Jersey Economic Development Authority 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 Contractor shall, without in any way altering Contractor’s liability under the Contract or applicable law, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below in the Schedule of Insurance Coverages and shall provide to Owner certificates issued by insurance companies satisfactory to Owner to evidence such coverage no later than 7 days of the date of the execution of this Contract and prior to any personnel or equipment being brought onto and/or before any work commences at the job site. The coverage afforded under any insurance obtained pursuant to this paragraph shall be primary to any valid and collectible insurance carried separately by any of the indemnities. Such certificates shall provide that there shall be no cancellation, non-renewal or material change of such coverage without thirty (30) days prior written notice to Owner. In the event of any failure by Contractor to comply with the provisions of this Article 11, Owner may, at its option, on notice to Contractor, suspend the Contract for cause until there is full compliance with this Article 11 and / or terminate the Contract for cause. Alternatively, Owner may purchase such insurance at Contractor’s expense, provided that Owner shall have no obligation to do so, and if Owner shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. Contractor shall provide to Owner a copy of any and all applicable insurance policies. The Owner, Construction Manager, The Design Collaborative, the State of New Jersey, the New Jersey Department of Education, New Jersey Schools Development Authority and the New Jersey Economic Development Authority shall be named as an additional insured on a primary and non-contributory basis on all Insurance Policies to be provided by the Contractor.

§ 11.1.1.3 Schedule of Insurance Coverages

- .1 General Liability
 - a. Each Occurrence: \$ 1,000,000.00
 - b. Damage to Rented Premises: \$ 100,000.00
 - c. Medical Expense (Any one person): \$ 5,000.00
 - d. Personal Injury: \$ 1,000,000.00
 - e. Products & Comp. Ops: \$1,000,000.00
 - f. Sexual Abuse & Molestation: \$1,000,000.00
 - e. General Aggregate - Per Project: \$2,000,000.00

- .2 Automobile Liability:
 - a. Combined Single Limit (per accident): \$ 1,000,000.00

- .3 Excess/Umbrella Liability: Coverages to be written excess of the underlying general and automobile liability with the same coverages
 - a. Each Occurrence: \$5,000,000.00
 - b. With a Per Project Aggregate of: \$5,000,000.00

- .4 Workers Compensation and Employers Liability:
 - a. Coverage A Limit: Statutory for the State of New Jersey
 - b. Coverage B Limit: \$1,000,000.00

- .5 Contractors Pollution Legal Liability Policy:
 - a. Each claim limit: \$500,000.00
 - b. Project Aggregate Limit: \$500,000.00

- .6 Builder’s Risk Insurance: The Contractor shall provide Builder’s Risk Insurance for all risk of physical loss or damage to the property described hereunder in an amount equal to the Total Project Value, and furnished under Construction Contracts for the School Facilities Project; excepting excavations, foundations and other structures customarily excluded by such insurance. The Policy shall name the Owner, State of New Jersey, the New Jersey Department of Education, New Jersey Schools Development Authority, and the New Jersey Economic Development Authority as loss payee as their interests may appear on a primary and non-contributory basis. The Builders Risk Policy is to include coverage for the perils of Earthquake, Flood, Full Windstorm, Equipment Breakdown and Theft (excluding employee theft), contain an endorsement allowing permission to occupy and include coverage for both transit and offsite storage. The policy is also to include all contractors, subcontractors and sub-subcontractors as well as the Owner, State of New Jersey, the New Jersey Department of Education, New Jersey Schools Development Authority, and the New

Jersey Economic Development Authority, The Design Collaborative as Additional Named Insureds on a primary and non-contributory basis. The contractor and all subcontractors are responsible for all policy deductibles and uninsured or underinsured losses.

- a The Policy shall name the following as Additional Insured:
The Owner, The Design Collaborative, Construction Manager, the State of New Jersey, the New Jersey Department of Education, New Jersey Schools Development Authority, and the New Jersey Economic Development Authority as additional insureds on a primary and non-contributory basis
- .7 Contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.18 of the AIA General Conditions.
- .8 Workers' Compensation Insurance of not less than statutory limits.
- .9 Completed Operations Insurance written to the limits specified for liability insurance specified under subparagraph .1 above. Coverage shall be required from the date of the start of Beneficial Occupancy until one year after the issuance date of Final Certificate for Payment.
- .10 Certificates of insurance must be submitted on the ACORD Form, Certificate of Insurance. Contractor's ACORD Certificate of Insurance must state "Contractual Liability Included" or it will be rejected.
- .11 The Contractor shall either
 - .1 require each of his subcontractors to procure and to maintain during the life of their subcontracts, Subcontractor's Public Liability and Property Damage, of the type and in the same amounts as specified in the preceding paragraph; or
 - .2 insure the activities of their subcontractors under their respective policies.

§ 11.1.2 The Contractor shall provide surety bonds for the entire contract amount 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.

§ 11.1.5 Contractor shall furnish a performance bond and labor and material payment bond meeting all statutory requirements of the State of New Jersey in form and substance satisfactory to the Owner and without limitation complying with the following specific requirements:

- .1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;
- .2 The bonds shall be executed by a responsible surety licensed in the State of New Jersey Best's rating of no less than A-/X and shall remain in effect for a period of not less than two years following the date of final acceptance or the time required to resolve any items of incomplete or inadequate work

Init.

/

- and the payment of any disputed amounts, whichever time period is longer;
- .3 The performance bond and the labor and material payment bond shall each be in an amount equal to the Contract Sum;
- .4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power;
- .5 Any bond under this Paragraph 11.1.5 must display the surety's bond number. A rider including the following provisions shall be attached to each bond:

(1) Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents which singularly or in the aggregate equals or is less than 20% of the Contract Sum. Any other alterations, change, extension of time or other modification of the Contract Documents or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety of its obligations hereunder and notice to surety of such matter is hereby waived.

(2) Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or surety shall cause written notice of such default (specifying said default in writing) to be given to the Owner, and the Owner shall have 30 days after receipt of such notice within which to cure such default of such additional reasonable time as may be required if the nature of such default is such that it cannot be cured within 30 days. Such notice of default shall be sent by certified or registered U.S. mail, return receipt requested, first class postage prepaid to the Owner.

§ 11.1.6 If any of the foregoing insurance coverages are required to remain in force after final payment, including, but not limited to coverage for completed operations, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment.

§ 11.1.7 In no event shall any failure of the Owner to receive certificates of policies required under Paragraph 11.1 or to demand receipt of such certificates prior to the Contractor commencing Work be construed as a waiver of the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to this Article 11. The obligation to procure and maintain any insurance required by this Article 11 is a separate responsibility of the Contractor and independent of the duty to furnish a certificate of such insurance policies.

§ 11.1.8 If the Contractor fails to purchase and maintain or require to be purchased and maintained any insurance required under this Article 11, the Owner may, but shall not be obligated to, upon 5 days written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to deduct said cost from the Contractor's Contract Sum.

§ 11.1.9 When any required insurance due to the attainment of a normal expiration date or renewal date shall expire the Contractor shall supply the Owner with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection and scope as was provided by the previous policy. In the event, any renewal or replacement policy for whatever reason obtained or required is written by a carrier other than that with whom the coverage was previously placed or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish replacement policy unless the Owner provides the Contractor with prior written consent to submit only a certificate of insurance for any such policy. All renewal and or replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

§ 11.1.10 The Contractor shall cause each subcontractor to (1) procure insurance in the amounts set for in Article 11 and (2) name the indemnities under Paragraph 3.18 as additional insureds under the subcontractor's comprehensive general liability policy. The additional insured endorsement included on the subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the claims, such other insurance shall be on an excess or contingent basis. The amount of the insurance liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 11.1.11 Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding,

Init.

hoists, forms, staging, shoring, or other similar items commonly referred to as construction equipment which may be on the site and the capital value of which is not included in the work. The Contractor shall make its own arrangements for any insurance it might require on such construction requirement. Any such policy obtained by the Contractor under this Paragraph 11.4.7 shall include a waiver of subrogation.

§ 11.1.12 The Contractor may carry whatever additional insurance he deems necessary to protect himself against hazards not covered for theft, collapse, water damage, materials and equipment stored on the site, and for materials and equipment stored off site, and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, stagings, towers and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

§ 11.1.13 All insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A-" and financial rating no lower than, "X" in the Best's Insurance guide, latest edition in effect as the date of the Contract and subsequently in effect at the time of the renewal of the policies required by the Contract Documents.

§ 11.1.14 If the Owner or the Contractor is damaged by the failure of the other party to purchase or maintain insurance required under Article 11, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs (including attorney's fees and court and settlement costs) properly attributable thereto.

§ 11.1.15 The Contractors must remove all "X, C & U" exclusions from their policies.

§ 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.

(Paragraphs deleted)

§ 11.2.4 Boiler And Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner;

Init.

/

this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.2.5 Loss Of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.2.6. If the Owner requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by the appropriate Change Order.

§ 11.2.7 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by the Paragraph 11.1. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor

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 or Contract Sum.

§ 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. If prior to the date of Substantial Completion, the Contractor, a subcontractor or anyone for whom either is responsible, uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause each such item to be restored to "like new condition" at no expense to the Owner.

§ 12.2.1.1 The Contractor, within one working day after receiving written notice from the Architect of Work rejected, shall proceed to remove from the Site all materials condemned by the Architect, whether worked or unworked and to

Init.

take down all portions of the Work which the Architect shall have by like written notice, rejected, and shall make good all work damaged or destroyed thereby, failure of the Contractor(s) to correct such work within seven (7) days receipt of such notice shall allow the Owner to correct such deficiencies through other Contractor(s) at a reasonable cost and deduct such expense(s) from the base contract sum of the Prime Contractor".

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two (2) years after the date of Final Acceptance 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. . 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.

- .1 The obligations under Item 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.
- .2 Upon completion of any work under or pursuant to Item 12.2., the two-year correction period in connection with the work requiring correction shall be renewed and recommenced.

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

§ 12.2.2.3 The two-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. This paragraph relates exclusively to the knowing acceptance of nonconforming work by the Owner. It has no applicability to work accepted by the Owner or Architect without the knowledge that such work fails to conform to the requirements of the Contract Documents.

§ 12.3.1 The Contractor and its Surety guarantee to make good, repair and/or correct, at no cost or expense to the Owner, any and all latent defects hereafter discovered, provided only that notice in writing, shall be given by the Owner to the contractor within two years of the discovery of such defects.

- .1 This obligation shall survive the termination of any or all other obligation or obligations under the contract Documents and it is agreed by the Contractor and its Surety that in the event the Owner is required to bring suit under this provision against the Contractor or its Surety to enforce this obligation, the contractor and its Surety hereby waive any defense of the status of limitations.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of New Jersey and any dispute arising from the Work or this Contract not otherwise resolved in accordance with the Contract Documents shall be litigated in the Superior Court of New Jersey.

§ 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 The Owner shall provide and contract for "structural tests and special inspections" as required by the NJ DCA Bulletin 03-5. The Contractor shall coordinate, schedule, and provide on-site supervision and man-power to facilitate the testing. All other 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor. The Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. The Architect or Owner may at any time request and receive from the Contractor satisfactory evidence that materials, supplies or equipment are in conformance with the Contract Documents. The Conduct of any inspection of test and the receipt of any approval shall not operate to relieve the Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 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. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work and the cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.

Init.

§ 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

§ 13.5.1. The Contractor shall not be entitled to any payment of interest for any reason, action or inaction by the Architect or the Owner unless required by law.

§ 13.5.2 Any payments withheld for time delays, faulty materials, or workmanship, shall not bear interest for period of delay or non-acceptance.

§ 13.6 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract in the manner provided in Subparagraph 14.1.2 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100% of the total number of days scheduled for completion or 120 days in any 365-day period, whichever is less, or if all the Work is entirely stopped for a continuous period of 60 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 (**without cause**) within the time stated in the Contract Documents; or

§ 14.1.2 If one of the above reasons exist, the Contractor may, upon fourteen (14) days written notice to the Owner and Architect, terminate the Contract, unless this reason is cured prior to the expiration of the notice, and recover from the Owner payment of work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for payment for cost directly related to work thereafter performed by Contractor in terminating such work including reasonable demobilization and cancellation charges provided said work is authorized in advance by Architect and Owner.

§ 14.1.3 The Owner shall not be responsible for damages for loss of anticipated profits on work not performed on account of any termination described in Subparagraph 14.1.1 and 14.1.2.

§ 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

Init.

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 refuses or fails to supply enough properly skilled workers or proper materials and/or equipment;
- .2 fails to make prompt payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 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 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents).
- .5 Is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or a receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to recognize under bankruptcy or similar laws; or
- .6 Breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- .7 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.
- .8 Fails after the commencement of the Work to proceed continuously with the construction and completion of the work for more than 10 days except as permitted under the Contract Documents.
- .9 Otherwise does not fully comply with 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.

(Paragraph deleted)

§ 14.2.4.1 If the costs of finishing the Work, including compensation for the services of any consultants and the Architect's services and expenses made necessary thereby, and the other costs and expenses identified hereinafter, exceed the unpaid balance of the Contract Sum, the contractor and its Surety shall pay the difference to the Owner upon demand. The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential costs, including, without limitation, Liquidated Damages for untimely completion as specified in the Contract Documents, incurred by the Owner by reason of, or arising from, or relating to the termination of the Contractor as stated herein

§ 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.

(Paragraphs deleted)

§ 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

§ 14.4.3.1 In case of such termination for the Owner's convenience, the Contractor shall be entitled to Owner payment for Work performed as of the date of termination in accordance with the contract Documents. The Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers, turn over all plans, documents and files of whatsoever nature required by the Owner, and take all such steps, including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor. The Contractor warrants that it will enter into no subcontracts or other agreements that would adversely impact the Owner's rights or increase the Owner's obligations under this paragraph. In no event shall the Owner be liable to the Contractor for lost or anticipated profits or consequential damages, or for any amount in excess of the compensation due to the Contractor in accord with the Contract Documents for the Work performed as of the date of termination. The warranty and indemnity obligations of the Contractor and Surety shall survive and continue, notwithstanding any termination pursuant to this paragraph, with respect to the Work performed as of the date of termination.

§ 14.4.4 If Owner terminates the Contract for cause pursuant to Paragraph 14.2 and it is subsequently determined that the Owner was not authorized to terminate the Contract as provided in Paragraph 14.2, the Owner's termination shall be treated as a termination for convenience under this Paragraph 14.4 and the rights and obligations of the parties shall be the same as if the Owner has issued a notice of termination to the Contractor as provided in this Paragraph 14.4.

§ 14.5 Contractor shall promptly pay to Owner all costs and reasonable attorney's fees incurred in connection with any action or proceeding in which Owner prevails, based on a breach of the Contract or other dispute arising out of or in connection with the Contract.

§ 14.6 In the event of the appointment of a trustee and/or receiver or any similar occurrence affecting the management of the account of the Contractor pertaining to the Work, it shall be the obligation of the Contractor, its representatives, receivers, sureties, or successors in interest to continue the progress of the Work without delay and specifically to make timely payment to Subcontractors and Suppliers of all amounts that are lawfully due them and to provide the Owner and all Subcontractors and Suppliers whose work may be affected with timely notice of the status of receivership, bankruptcy, etc., and the status of their individual accounts.

§ 14.7 Regularly scheduled job meetings shall be held at a location and time convenient to the Owner's representatives, the Architect and the Contractor. The Contractor shall attend such meetings or be represented by a person in authority who can speak for and make decisions for the Contractor.

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.

Init.

§ 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 law and requirements of the State of New Jersey 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.

§ 15.1.2.1 No act or omission by the Owner or Architect, or by anyone acting on behalf of either shall be deemed or construed as a waiver or limitation of any right or remedy under the Contract Documents, or as an admission, acceptance, or approval with respect to any breach of the Contract for Construction or failure to comply with the Contract Documents by the Contractor, unless the Owner expressly agrees, in writing.

§ 15.1.2.2 The Owner's exercise, or failure to exercise, any rights, claims or remedies it may have arising out of or relating to the Contract documents shall not release, prejudice, or discharge the Owner's other rights and remedies, nor shall it give rise to any right, claim, remedy or defense by any other person, including the Contractor, its Surety, any Subcontractor, or any other person or entity.

§ 15.1.2.3 Whenever possible, each provision of the Contract Documents shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of the Contract Documents, or portion thereof, is prohibited or found invalid by law, only such invalid provision or portion thereof shall be ineffective, and shall not invalidate or affect the remaining provision of the Contract Documents or valid portions of such provision, which shall be deemed severable. Further, if any provision of this Contract is deemed inconsistent with applicable law, applicable law shall control.

§ 15.1.2.4 Contractor shall promptly pay to Owner all costs and reasonable attorney's fees incurred in connection with any action or proceeding in which Owner prevails, based on a breach of the Contract or other dispute arising out of or in connection with the Contract.

§ 15.1.2.5 In the event of the appointment of a trustee and/or receiver or any similar occurrence affecting the management of the account of the Contractor pertaining to the Work, it shall be the obligation of the Contractor, its representatives, receivers, sureties, or successors in interest to continue the progress of the Work without delay and specifically to make timely payment to Subcontractors and Suppliers of all amounts that are lawfully due them and to provide the Owner and all Subcontractors and Suppliers whose work may be affected with timely notice of the status of receivership, bankruptcy, etc., and the status of their individual accounts.

§ 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 5 days after occurrence of the event giving rise to such Claim or within 5 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Injury or Damage to Person or Property. If either party to the Contract 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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding five (5) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 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.

Init.

/

§ 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 final resolution of the claim. .

§ 15.1.4.3 Claims for Concealed or Unknown Conditions. Subject to the Contractor's obligations under Articles 1.9.2 and 2.3.4, if conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if 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 an equitable adjustment 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 so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 5 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 15.2.5.1.

§ 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 herein shall be given to the Owner, Construction Manager (if any) and Architect before proceeding to execute the portion of the Work that is the subject of the Claim and within five (5) days after the occurrence of the event giving rise to such Claim for increase in the Construct Sum. The foregoing written notice shall contain a written statement from the Contractor setting forth in detail the nature and cause of the Claim and an itemized statement of the increase requested. No such written notice shall form the basis of an increase to the Contract Sum unless and until such increase has been authorized by a written Change Order executed and issued according to the terms and conditions set forth herein. The Contractor hereby acknowledges that the Contractor shall not have any right to and the Owner will not consider any requests for an increase in the Contract Sum that is not submitted in compliance with the foregoing requirements. . 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. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be valid unless so made 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. Any change in the Contract Sum resulting from such claim shall be authorized only by Change Order or Construction Change Directive, as the case may be. All required notices for additional costs shall be made by Certified Mail.

§ 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 as determined by reference to historical data. The term "historical data" as used in the previous sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years.

(Paragraphs deleted)

§ 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, , 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 litigation 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 litigation.

(Paragraphs deleted)

§15.2.5.1 All claims and disputes and other matters in question between the Contractor and the Owner arising out of or relating to the Contract Documents or a breach thereof with regard to the Architect's decision, shall be decided through suit in New Jersey Superior Court venued in the County that the Owner occupies and Contractor consents to the jurisdiction of the New Jersey Superior Court venued in the County that the Owner occupies. The Contractor shall carry on all work and maintain its progress during such suit and the Owner shall continue to make payments not related to the dispute of the Contractor in accordance with Contract Documents.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner and Architect 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 and Architect 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 prior to resolution of the claim by the Architect.

Init.

(Paragraphs deleted)

§ 15.4 LITIGATION

§ 15.4.1 Controversies, claims and any disputes involving the project or the Contract Documents shall be litigated in the Superior Court of the presiding county in the State of New Jersey.

(Paragraphs deleted)

ARTICLE 16 - NEW JERSEY REQUIREMENTS FOR PUBLIC WORK

(Paragraph deleted)

§16.1 OVERTIME

(Paragraph deleted)

§16.1.1 The Contractor or any subcontractor shall not employ any mechanic, worker or laborer engaged in the performance of the Work more than 8 hours in any one day in accordance with and subject to the exceptions named in Revised Statutes of New Jersey, Title 34, Chapter 10.

§16.2 PREVAILING WAGES

§16.2.1 Pursuant to Revised Statutes of New Jersey, Title 34, Chapter 11, Article 28 as amended, wages for all laborers, workers and mechanics employed by the Contractor or any Subcontractor for the Work shall not be less than the prevailing wages for work of a similar nature in the vicinity of the Project Site as fixed by the Commissioner of Labor and Industry and made a part of Division C - Conditions of the Contract.

(Paragraph deleted)

§16.2.2 In the event it is found that any worker employed by the Contractor or any Subcontractor covered by this Contract, has been paid a rate of wages less than the prevailing wage rate required to be paid by this Contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

(Paragraph deleted)

§16.2.3 The Contractor and Subcontractors shall do the following:

- (a). Pay to all workers engaged in the performance of services directly upon the Work, the prevailing rate of wages specified in the Contract.
- (b). Keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each

Init.

/

worker employed by him in connection with the work. Records shall be preserved 2 years from the date of payment.

(c). Post the prevailing wage rated for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work and at such place or places as are used by the to pay workers their wages.

(d). Before final payment, file written statements certifying to the amounts then due and owing to any and all workers for wages due on account of the Work. The statements shall set forth the names of the persons whose wages are unpaid and the amount due to each. The statement shall be verified by the oath of the Contractor or Subcontractor, as the case may be.

§16.3 DOMESTIC MATERIALS

§16.3.1 The Contractor shall use only domestic construction materials in the performance of this Contract.

§16.3.2 Domestic construction material is defined as: Articles, Materials and Supplies mined or produced in the United States or Materials, Equipment and Supplies manufactured in the United States.

§16.4 RESIDENT CITIZENS PREFERENCE

§16.4.1 In this Contract, preference in employment shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the State for a period of not less than one year immediately prior to such employment in accordance with NJAC 34:9-2.

§16.4.2 If this section is not complied with, the Contract may be voidable by the Owner.

§16.4.3 Upon the demand of the Commissioner of Labor and Industry, the Contractor shall furnish a list of the names and addresses of all his Subcontractors.

§16.4.4 The Contractor shall keep a list of his employees, stating whether they are native born citizens or naturalized citizens, and in the case of naturalization, the date and the name of the court in which granted.

§16.5 EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

§16.5.1 Pursuant to Chapter 127, Public Laws of New Jersey of 1975, as amended and supplemented from time to time the Contractor or Subcontractor agrees and guarantees to afford equal opportunity in performance of contract in accordance with an affirmative action program approved by the State Treasurer.

§16.5.2 DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR OR SUBCONTRACTOR AGREES AS FOLLOWS: SEE SPECIFICATION SECTION 004450 - AFFIRMATIVE ACTION QUESTIONNAIRE, FOR SPECIFIC LANGUAGE.

§16.6 NON-COLLUSION

§16.6.1 During the performance of this contract, the Contractor or Subcontractor agrees as follows: SEE SECTION 004230 - CERTIFICATION OF AUTHORITY, VERACITY, RELIANCE, NON-COLLUSION AND NON-DEBARMENT, FOR SPECIFIC LANGUAGE.

§16.8 DEFRAYMENT OF PREPARATION COST FOR CAD DISKS

Contractor agrees to \$75.00 payment for electronic files or electronically transmitted data from the Architect.

SECTION 006519 - RELEASE OF LIABILITY REGARDING CAD DISC

Release of Liability Regarding CAD Disc and/or other Electronic Data

This Release, dated _____, is given by the Releasor _____, referred to as "I" to The Design Collaborative, its agents, servants, employees and consultants referred to as "You". If one or more persons signs this Release, "I" shall mean each person who signs this Release.

1. Release. I release and give up any and all claims and rights which I may have against you or any other entity related to your providing to me a computer disc or discs, and/or other electronically transmitted files or data, which contains information and/or drawings of a project known as _____. I understand that this disc or discs and/or other electronically transmitted files or data is in no manner a contract document and has been provided to me by you as an accommodation to me for my convenience only. I understand that you are not responsible for any information which may be on or may be missing from the information provided to me, or which may have become corrupted during transmission or my usage of the information. I understand that such information provided in the electronic form may be altered such that the changes made are not easily recognized

I agree that I will indemnify you and defend and hold you harmless from and against any and all claims, costs, judgments, penalties, or any other detriment whatsoever which may arise out of any changes which I make to any computer disc or discs and/or other electronically transmitted files or data which you provide to me regarding this project. I agree that this indemnification agreement shall be applicable and all costs, expenses, attorneys' fees, judgments, penalties or expenses of any kind which you incur as a result of a claim made against you arising out of the computer disc or discs and/or other electronically transmitted files or data for this project which you have provided to me will be paid unless and until it is determined by a court of competent jurisdiction or arbitration that the damages, fees, penalties, attorneys' fees, or any other expense of any kind were not caused by any change made to the disc or discs and/or other electronically transmitted files or data by me.

2. Payment. My payment for providing this Release and indemnification agreement is your provision to me of the disc (s) or electronically transmitted data which you are providing to me at my request.

3. Who is Bound. I am bound by this Release and indemnification agreement. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate is also bound. This Release and indemnification agreement is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

L.S.

CONTRACTOR:

BY:

TITLE:

..END OF SECTION 006519

SECTION 007316 – INSURANCE REQUIREMENTS

PART 1-GENERAL

1.1 SUMMARY

A. Pursuant to Article 11 and Section 11.1 of the General Conditions, the Contractor shall provide the following minimum levels of insurance coverage:

General Liability:	Each Occurrence:	\$ 1,000,000
	Damage to Rented Premises:	\$ 100,000
	Medical Expenses (any one person):	\$ 5,000
	Personal Injury:	\$ 1,000,000
	Products & Comp. Ops.:	\$ 1,000,000
	Sexual Abuse and Molestation:	\$ 1,000,000
	General Aggregate – Per Project:	\$ 2,000,000
Automobile Liability:	Combined Single Limit, per Accident:	\$ 1,000,000
Excess/Umbrella Liability: Coverages to be written excess of the underlying general and automobile liability with the same coverages	Each Occurrence:	\$ 5,000,000
	With a Per Project Aggregate of:	\$ 5,000,000
Workers Compensation and Employers Liability:	Coverage A limit:	Statutory for the State of New Jersey
	Coverage B limit:	\$1,000,000.00
Contractors Pollution Legal Liability Policy:	Each claim limit:	\$500,000.00
	Project Aggregate Limit:	\$500,000.00

B. Effective Date: Prior to or upon issuance of the Notice to Proceed.

C. Certificate Holder: Mansfield Twp. School District, 200 Mansfield Road East, Columbus, NJ 08022.

D. Additional Insureds: The Contractor shall name the following as additional insured parties on all insurance policies or endorsements, and each Certificate of Insurance, Mansfield Township School District; State of New Jersey; New Jersey Department of Education; New Jersey Economic Development Authority; New Jersey Schools Development Authority; and The Design Collaborative; with respect to Mansfield Schools Security Vestibules.

E. The insurance certificates and policy endorsements shall state that the insurance policies are written to provide primary, non-contributory coverage.

F. The insurance shall be issued by insurance companies licensed to do business in the State of New Jersey and rated as A- or better as determined by A.M. Best Company or through a formal, fully funded self-insurance program authorized by law and acceptable to the NJSDA and the Owner.

- G. The insurance policies and certificates must remove all “X, C & U” exclusions from their policies.
- H. The insurance policies and certificates must contain a provision that the Contractor’s insurance for additional insureds and the contractor shall remain in effect for the 12-month period after Substantial Completion.
- I. 30-day written notice will be given to the Owner of any change to or cancellation of any required insurance policy.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 007316

SECTION 007319 – PROJECT SAFETY PLAN

This specification section is to be used in conjunction with the requirements within AIA Document A201. In the event of discrepancy, the stricter of the regulations shall prevail.

**PROJECT SAFETY PLAN
TABLE OF CONTENTS**

- 1.01 RESPONSIBILITIES
 - A. Contractors
- 1.02 GENERAL REQUIREMENTS
 - A. Standards – General
- 1.03 FIRST AID AND ACCIDENT REPORTING
- 1.04 SAFETY TRAINING AND EMPLOYEE ORIENTATION
 - A. Orientation – General
 - B. Orientation – Special (Hazard Communication)
 - C. Tool Box Safety Talks
- 1.05 SUPPLEMENTARY REQUIREMENTS
 - A. Personal Protective Equipment
- 1.06 FIRE PROTECTION
 - A. Transportation
 - B. Prohibition of Open Fires
 - C. Storage of Flammable or Combustible Liquids or Gases
 - D. No smoking
 - E. Fuel Storage Area
 - F. Portable Fire Extinguishers
 - G. Flame Cutting and Welding – Hot Work
- 1.07 HOUSEKEEPING
- 1.08 LADDERS
- 1.09 SCAFFOLDING
- 1.10 ELECTRICAL SAFETY REQUIREMENTS
 - A. Responsibilities
 - B. Grounding
- 1.11 TAG OUT/LOCK OUT PROCEDURES
 - A. General Requirements
 - B. Specific Requirements
- 1.12 CONFINED SPACE ENTRY PROCEDURES
- 1.13 WORK AREA PROTECTION
- 1.14 EXCAVATION AND EQUIPMENT
- 1.15 PUBLIC PROTECTION
- 1.16 HIGHWAY WORK
- 1.17 DISASTER PLAN

PART 1-GENERAL

1.01 RESPONSIBILITIES

- A. Each Trade Contractor shall appoint a representative who will be responsible to implement the requirements of this Safety Plan. An alternate representative, who shall have the same authority with respect to the provision of this Safety Plan, shall also be appointed. This representative, or the alternate, shall attend all job safety meetings. Both representatives shall be subject to approval of the Architect.

1.02 GENERAL REQUIREMENTS

A. STANDARDS-GENERAL

1. Each Trade Contractor is required to comply with the provisions of the 'Construction Safety Act' and the 'Occupational Safety and Health Act of 1970', all addition and revisions thereto, as well as all other applicable Federal, State, and local requirements, to the extent that the provisions and standards thereto affect of work of the project.
2. It is emphasized that by law the Contractor shall be held responsible for providing and maintaining a safe and healthful place of employment for their employees. As such, the correction, or cost of correction, of unsafe actions or conditions shall remain the responsibility of the Contractor.
3. The possession, use, or distribution of alcohol, drugs, or firearms is prohibited on this project. Violators will be removed and banned from this site permanently.
4. All supervisors shall enforce these safety and health regulations.
5. Each contractor will be responsible to develop and furnish to the Owner and Architect a site specific safety plan for this project. This site specific safety plan is a pre-requisite needed for approval of the first payment application.

1.03 FIRST AID AND ACCIDENT REPORTING

- A. All injuries are to be reported to the Contractor and the Architect immediately. An accident report (First Report of Injury) shall be completed by the employee's supervisor and submitted to the Contractor and Architect within twenty-four (24) hours incident's occurrence.
 1. First Aid Treatment
 - a. Each trade contractor is required to have first aid equipment and supplies immediately available to their employees. Trade Contractor employees who are qualified in first aid should be identified and available during normal working hours.
 2. Emergencies
 - a. In the event of an emergency, the Contractor and Architect is to be notified immediately as to the nature and location of the emergency. The Contractor will then coordinate the required emergency response.
 3. Accident Investigation

- a. All accidents and injuries are to be investigated by the immediate supervisor as to cause and corrective actions required. All incidents involving hospitalization, regardless of the length of time of the hospitalization, may be subject to an investigation by a governmental agency or other. The area where the incident occurred will be cordoned off until further notice by the Architect

1.04 SAFETY TRAINING AND EMPLOYEE ORIENTATION

A. ORIENTATION - GENERAL

1. As soon as practical before work begins, all employees shall be briefed on the contents of this Safety Plan and the contractor's site specific safety plan by the Contactor's Safety Representative. This safety orientation will consist of:
 - a. Information to acquaint the employee with special requirements at the work site, including security and traffic regulations;
 - b. A description of the nature of the project;
 - c. A description of any hazards that may be expected during the course of Work;
 - d. Required work practices and job conduct;
 - e. A warning that violations of safety rules may result in disciplinary action or dismissal.
 - f. This orientation shall be documented in writing.

B. ORIENTATION - SPECIAL (HAZARD COMMUNICATION)

1. All Trade contractors are required to adhere to OSHA's Hazard Communication standard (29 CFR 1926.59):
2. All employees shall be trained by their employer as to the requirements of the standard and the Trade contractor's program.
3. All Material Safety Data Sheets (MSDSs) shall be collected and maintained by the Trade Contractor who purchases and/or uses any materials which are covered by the standard. In addition, these MSDSs shall be distributed to the Contractor, Architect and all other affected Trade Contractors at the site.
4. AU materials covered by the standard shall be properly labeled, handled, and stored.
5. Any employee who is assigned to a new or non-routine task or who may be exposed to specific hazards (i.e. confined space entry; work on, with or in proximity to toxic chemicals or substances; work in special areas; etc.) shall receive special orientation training by their employer as to those potential hazards unique to the task and the proper precautions to be observed.
6. The Contractor's Hazard Communication program is to be available for examination at the project safety office during normal hours.

C. TOOL BOX SAFETY TALKS

1. Each Trade Contractor shall conduct weekly safety training of their employees. These safety meetings shall be documented by subject, date and time, and attendance, with copies sent to the Contractor and the Architect. Various training materials are available through trade associations and insurance carriers.

1.05 SUPPLEMENTARY REQUIREMENTS

A. PERSONAL PROTECTIVE EQUIPMENT

Protective devices and personal protective equipment shall be furnished by the Contractor for their employees as follows:

1. **Head Protection:** The wearing of nonconductive safety hats meeting the requirements of ANSI Z89.1 is mandatory in all construction areas.
2. **Eye and Face Protection:** Industrial safety glasses with side shields shall be worn as required by the work or where specified by the Contractor. Additional specialized eye and face protection may be required for such task as flame cutting, welding, or where an increased risk to eye or facial injury is present, or as specified by the Contractor.
3. **Fall Protection (other than structural steel erection),** Life lines and safety belts shall be used in all applications where required by Federal, State or local safety standards, or where there is a fall exposure of six (6) feet or more. Appropriate work platforms with proper guardrails or the use of safety nets which remove such fall exposures shall be considered adequate substitutes.
4. **During structural steel erection,** the requirements of 29 CFR 1926.750-761 (1926 Subpart R inclusive shall govern).
5. **Hearing Protection:** Ear protection devices shall be provided and their use required wherever it is not feasible to reduce the noise levels or duration of exposure to those specified on OSHA 1926.52, Table D-2, Permissible Noise Exposures.
6. **Respiratory Protection:** In emergencies, when controls required by OSHA 1925.55 fail or are inadequate to prevent harmful exposure to employees, appropriate respiratory protective devices shall be provided by the employer. Employees shall be instructed in the proper use and maintenance of these devices, and that their use is required.
7. **Fit testing of cartridge respirators** is required. Facial hair which affects the seal of the respirator will not be permitted.
8. **Wearing Apparel:** Appropriate work clothing shall be worn at all times to minimize the hazards from work:
 - a. Shirts which cover the shoulders and torso (tee shirts are acceptable). Shirts or alternate protection which covers the entire arm may be required in certain circumstances.
 - b. Shorts are prohibited.
 - c. Occupational foot protection in accordance with 29 CFR 1926.96 is required.
 - d. Loose clothing or jewelry which may catch or become entangled with equipment is prohibited.

1.06 FIRE PROTECTION

- A. **Transportation and/or Handling of Flammable or Combustible Liquids and Other Chemicals:** Only containers approved by Underwriters' Laborites or DOT, and clearly labeled to identify contents shall be used for transporting flammable or combustible liquids. Safety cans with self-closing spouts and flash arresters are required for the handling and transporting of gasoline.
- B. **Prohibition of Open Fires:** Open fires are prohibited.
- C. **Storage of Flammable or Combustible Liquids or Gases.**

1. Flammable and combustible liquids or gases shall not be stored inside buildings. (Storage is defined as maintaining quantities in excess of what can be used in the course of normal work during the intended shift).
2. Vessels or tanks containing flammable or combustible liquids or gases shall be placed in a fuel storage area designated by the Architect. These will be located in a minimum of 75 feet from buildings, construction equipment, parking lots, etc. to minimize their exposure to a fire involving the tank.
3. Each Trade Contractor shall be responsible for compliance with the following:
 - a. Their containers shall be placed in diked or recessed areas to contain spills equivalent to the capacity of the containers. These areas shall be stoned or otherwise treated to prevent the growth of easily ignitable undergrowth.
 - b. Storage tanks shall be equipped with self-closing dispensing nozzles and shall be provided with atmospheric and emergency relief vents equipped with flame arresters.
 - c. Tanks or drums from which flammable liquids are dispensed shall be electrically grounded and shall be equipped with bonding wires to complete the grounding with the vessel into which the liquid is dispensed.
- D. There shall be no smoking or open flame in flammable or combustible liquid or gas storage areas. Conspicuous and legible signs prohibiting smoking shall be posted by the Contractor.
- E. The Contractor will provide portable, dry chemical fire extinguishers for the fuel storage area.
- F. Portable Fire Extinguishers: Portable fire extinguishers suitable for the potential hazard shall be provided by each Trade Contractor for their equipment, office, building and work activities.
- G. Flame Cutting and Welding (Hot Work): Any work involving open flame, arc or heat producing equipment requires the prior authorization of the Architect. "Hot Work Permits" may be required as the Work progresses (i.e. buildings are occupied and services are activated). The Trade Contractor shall be responsible for ensuring the removal of all combustible or flammable materials in the area, and shall provide appropriate fire extinguishers and fire watch as required by the work. Welding flash screens shall be provided, placed and moved as necessary to prevent radiation injury to personnel by the Trade Contractor performing arc welding.
- H. Additional Precautions
 1. Hoses/leads shall not be routed through doorways unless doorways are propped open and the hoses/leads protected from damage.
 2. Hoses/leads must be bridged-over or supported a minimum of seven (7) feet above passageways, and shall not be supported from active conduit, process or sprinkler lines.
 3. Hoses/leads are not permitted to cross stair treads.
 4. Hoses/leads shall be appropriately routed or protected to prevent their damage from slag or sparks.
 5. Hoses, leads, torches, gauges, cylinder valves and welding machines shall be inspected by daily user.
 6. Compressed gas cylinders shall be shut-off at the valve and capped when not in actual use, and secured in an upright position during storage, transit and use.

7. Fuel gases shall be segregated from oxygen except during use.
8. Oil and grease must be kept away from oxygen regulators, hoses and fittings. Do not store wrenches, dies, cutters or other grease-covered tools, clothing, gloves or rags in the same compartment with oxygen equipment.
9. Torches and/or hoses must never be left in a vessel, tank or other enclosed container because of the potential hazard of explosion from their leakage.
10. Compressed gas cylinders shall not be hoisted using slings or by the valve protection cap. Use only carts or racks approved for hoisting.
11. Oxygen shall not be used as a substitute for compressed air or other gases (i.e. to operate pneumatic tools, blow-out lines, pressurizing vessels, etc.)
12. All oxyacetylene assemblies must have flash arresters installed at the regulators prior to use.
13. Adequate ventilation or appropriate respirators must be provided while working on galvanized material.
14. All work during electric welding must be grounded.
15. Stingers must be laid on conductive materials.
16. Spent rods shall be discarded in non-combustible containers.
17. Electric welders shall be shut-off at the end of the shift, or when not in use for extended periods.

1.07 HOUSEKEEPING

- A. Materials shall be piled and stacked so that safe clearances are maintained and toppling is prevented. Loose overhead materials must be removed or made secure.
- B. Spills shall be cleaned up or contained immediately. Spillage of fuel, oil or hazardous materials shall be reported to the Contractor and Architect immediately. On-site disposal of oil or hazardous material is prohibited.
- C. Trash and garbage shall be placed by the Trade contractor into appropriate containers and disposed of as required.
- D. Nails protruding from lumber shall be removed or bent over immediately.
- E. Accumulations of refuse are not permitted.
- F. Trash dumpsters will be located at the site by the General Contractor. The disposal of their contents will be the General Contractor's responsibility. Each Trade Contractor shall be responsible for disposing of their debris into these dumpsters (other than daily cleanup, which the General Contractor is responsible)
- G. Unobstructed passageways for the movement of fire trucks, ambulances or similar emergency vehicles shall be maintained.
- H. All loose and combustible materials shall be removed from roof areas at the end of each work day, or as wind and weather conditions dictate.

- I. Drums, containers or vessels which have contained any hazardous or flammable substances shall be disposed of daily but the responsible Trade Contractor in accordance with Federal, State and local environmental requirements.

1.08 LADDERS

- A. Ladders shall be inspected daily by the user and be free of defects in construction:
 1. No broken or missing steps or rungs;
 2. No splits or stress fractures in side rails;
 3. Spreaders and other hardware shall be properly attached and in working order.
 4. Defective ladders shall be removed from service or destroyed.
- B. Ladders shall be of the proper size and of a load rating in accordance with 29 CFR 1926 subpart X (entirety)
- C. Ladders shall not be painted.
- D. Ladders shall be secured against accidental displacement (i.e. equipped with safety feet, lashed or guyed to a fixed anchorage, cleated, etc.)
- E. Ladders shall not be set up in doorways or high traffic areas unless protected by warning signs and/or barricades.
- F. Ladders shall not be set up on stairways.
- G. While ascending or descending ladders, nothing should be carried that will prevent the user from holding on with both hands. A handline shall be used if it is necessary to raise or lower materials.
- H. Ladders used for access to work areas must extend three (3) feet above the platform.

1.09 SCAFFOLDING

- A. The footings and anchorage for scaffold shall be sound, rigid, and capable of carrying the maximum intended load without settling or displacement.
- B. A safe means of access to and egress from the work level must be provided. Ladders used for access/egress must be secured at top and bottom. Ladder frame scaffolds must not be offset or used with other scaffold frames.
- C. No scaffold shall be erected, moved, dismantled, or altered except under the supervision of competent persons. All scaffolds shall be erected plumb.
- D. Scaffolds and their components shall be capable of supporting without failure at least four times their maximum intended load. This load shall not be exceeded.
- E. Guardrails and toeboards shall be securely installed on all open sides and ends of platforms more than ten (10) feet above the ground or floor. Needle beam scaffolds, floats, or pickboards require the use of safety belts.
- F. Scaffolds four (4) to ten (10) feet in height, having a minimum horizontal dimension in either direction of less than 45 inches, shall have standard guardrails installed on all open sides and ends.

- G. Where persons are required to work or pass under the scaffold, scaffolds shall be provided with a screen (or the equivalent) between the toeboard and the guardrail, extending along the entire opening.
- H. Scaffolds shall be tied into the structure, guyed or outrigged whenever their height exceeds four (4) times the minimum base dimension, and/or their length exceeds twenty (20) feet.
- I. Personnel are not permitted to ride rolling scaffolds. Equipment or materials on the scaffold deck must either be removed or secure. Wheels shall be in the locked position when working on the scaffold deck.
- J. Rolling scaffolds must only be used on smooth, level surfaces; otherwise the wheels shall be contained in wooden or iron channel which are level and stabilized.
- K. No rigging from scaffold members unless catheads or well-wheels designed for such use are utilized. Whenever such systems are used, the personnel performing the work shall ensure that no personnel are exposed to falling material or equipment.

1.10 ELECTRICAL SAFETY REQUIREMENTS

A. RESPONSIBILITIES

- 1. The responsibility for the installation, testing and maintenance all permanent and fixed temporary electrical services and components shall be considered within the scope of the Electrical Contractor. The responsibility for the safe use of all portable electric power tools and equipment, extension cords, and secondary leads on welding equipment shall be considered within the scope of each Trade Contractor using such equipment. This responsibility shall be construed to include the inspection, maintenance and repair of cords and tools outlined under the assured equipment grounding conductor program contained in this Safety Plan.

B. GROUNDING

- 1. Effective Grounding Defined. The path from circuits, equipment, structures, conduits or enclosures to ground shall be permanent and continuous, have ample capacity to safely conduct the current likely to be imposed, and have an impedance sufficiently low to limit the potential above ground and to result in the operation of the over current devices in the circuit.
 - a. Ground Resistance. Driven rod electrodes shall, where practicable, have a resistance to ground not to exceed 25 ohms. Where the resistance is not as low as 25 ohms, two or more electrodes connected in parallel shall be used.
 - b. Testing of Grounds. Grounding circuits shall be checked to ensure that the circuit between the ground and the grounded power conductor has a resistance which is low enough to permit sufficient current to flow to cause the fuse or circuit breaker to interrupt the current.
- 2. Temporary Wiring. All temporary power wiring (exclusive of two-wire festoon lighting systems) shall be effectively grounded in accordance with the National Electrical Code, Article 305 and 310.
 - a. Precautions shall be taken to make any exposed live conductors (such as within power panels) inaccessible to unauthorized personnel.
- 3. Fixed Equipment. Exposed metal parts of fixed electrical equipment; not intended for the transmission of electrical current, shall be grounded.
 - a. The exposed metal parts of portable and/or plug connected equipment shall be grounded.

- b. Portable tools and appliances protected by an approved system of double insulation, or its equivalent, need not be grounded. Where such an approved system is employed, they shall be distinctively marked and properly maintained.
- c. Extension cords used with portable electric tools and appliances shall be of the three wire type.
- d. All 120 Volt, 15 and 20 amp female outlets on the site which are part of the temporary power distribution system shall be protected by a ground fault circuit interrupter (provided by the Electrical Contractor); construction use of permanent 120 Volt, 15 and 20 amp outlets shall be protected by either temporary GFCI's or an assured equipment grounding conductor program as identified below:
 - (1) Assured Equipment Grounding Conductor Program. Each Trade contractor shall comply with the following minimum requirements for every 120 Volts, 15 and 20 amp tool, appliance or extension cords which is not connected to a ground fault circuit interrupter:
 - (a) Each cord set, attachment cap, plug and receptacle of cord sets, and any equipment connected by cord and plug, except cord sets and receptacles which are fixed and not exposed to damage, shall be visually inspected before each day's use for external defects, such as deformed or missing pins or insulation damage. Equipment found damaged or defective shall not be used until repaired.
 - (2) The following test shall be performed on all cord sets, receptacles which are not part of the permanent wiring of the building or structure, and cord and plug connected equipment required to be grounded:
 - (a) All equipment grounding conductors shall be tested for continuity and shall be electrically continuous.
 - (b) Each receptacle and attachment cap or plug shall be tested for correct attachment of the equipment grounding conductor. The equipment grounding conductor shall be connected to its terminal.
 - (3) All required tests shall be performed:
 - (a) Before first use;
 - (b) Before equipment is returned to service following any repairs;
 - (c) Before equipment is used after any incident which can reasonably be suspected to have caused damage and
 - (d) At intervals not to exceed three (3) months, except that cord sets and receptacles which are fixed and not exposed to damage shall be tested at intervals not exceeding six (6) months.
 - (4) The Trade Contractor shall not make available nor permit the use by employees of any equipment which has not met the requirements of this section.
 - (5) Test performed as required in this paragraph shall be recorded. This test record shall be recorded. This test record shall identify each receptacle, cord set, and cord and plug connected equipment that passed the test, and shall indicate the last date it was tested or the interval for which it was tested. This record shall be kept by means of logs, color coding, or other effective means, and shall be maintained until replaced by a more current record. The record shall be made available on the jobsite for inspection by any affected employee, the Architect or other authorized agent.

1.10 TAG OUT/LOCK OUT PROCEDURES

A. GENERAL REQUIREMENTS

1. Competent personnel shall determine potential sources of energy for equipment of building services prior to starting work.
2. The equipment or building service shall be de-energized from all energy sources as determined above.
3. The device (s) used to de-energize the equipment or service shall be physically secured in the "safe" position and a Danger tag and lock affixed.
4. The equipment or service shall then be checked to verify a "zero energy state".
5. Equipment or services shall not be re-energized until all affected personnel are notified and cleared, and the system has been checked out by competent personnel.
 - a. *Energy Source" is defined to include electricity, compressed air (pneumatic systems), hydraulic systems, and corrosive, flammable or toxic substances.

B. SPECIFIC REQUIREMENTS

1. Notification. Prior to commencing work, Contractor, Architect and all affected Trade Contractors shall be notified of any shutdown of equipment or building services.
2. Determination of Energy Sources. With due consideration to the scope of work, all potential energy sources to the area of work shall be determined in advance by competent supervisory personnel. Special caution must be given to:
 - a. Multiple Energy Sources;
 - b. Residual energy;
 - c. Remote ohms of equipment;
 - d. De-energization and lock out.
3. Electrical. Service disconnects and switches furnishing power to the equipment or line upon which work is to be performed shall be opened (switch off) then locked in this position to prevent accidental engagement. A "Danger" tag and lock shall be affixed to the switch. This tag is to be dated and signed by the supervisor requesting the lock out. Where more than one crew or craft performs work on the system, each crew foreman shall affix a tag and lock on the disconnect. Multiple lock out devices shall be used. Lock keys or combinations shall be in the safe possession of the individual using the lock.
 - a. CAUTION! Before any work is performed, a competent personal shall verify that the system is de-energized.
4. Mechanical. All electrically powered pumps, valves and control devices in the system upon which work is to be performed shall be placed in the "safe" condition, then locked out and tagged in accordance with the electrical tag out/lock out procedures above.
5. Mechanical isolating devices should also be used. Valves shall be placed in the "safe" positions, where possible. Slip blinds ("pancakes") may be required on systems without mechanical valves. Where more than one crew or craft performs work on a system, each crew foreman shall affix a tag and lock to the physical isolating device.
6. Systems and equipment upon which work is to be performed shall be checked by a competent person to ensure a "zero energy state".

7. Process equipment, vessels and piping shall be drained prior to penetration. Systems which have contained corrosive, toxic or flammable substances must be flushed or purged prior to starting work.
8. Release from Lock Out: No system shall be re-energized until all tags and locks are removed and system has been inspected to ensure safe operation. Locks and tags shall only be removed by authorized personnel.
9. The Electrical Contractor shall be responsible to provide tags and locks and shall be responsible to issue tags/locks to Trade Contractors and provide verification that the system is de-energized.

a. ANYONE WHO VIOLATES THIS REQUIREMENT SHALL BE FIRED!

1.12 CONFINED SPACED ENTRY PROCEDURE

- A. Whenever personnel must enter or perform work in or on a confined space, the precautions and procedures of this section must be adhered to. For the purpose of this section confined spaces are defined as enclosed areas which restrict: 1) the access or egress of personnel, and/or 2) ventilation. Such areas include but are not limited to: vessels and tanks, manholes, meter pits, electrical vaults, silos and hydraulic pits.
- B. Consideration must be given to two major recognized hazards:
 1. Fire or explosion, due to the accumulation of gases, mists, fumes or dusts;
 2. Personal injury, impairment and death due to exposures to noxious or toxic gases as a result of inhalation or absorption through the skin, or suffocation due to lack of oxygen.
- C. All activities involving work in confined spaces shall be reviewed with the Contractor Safety Representatives and a special permit issued prior to their commencement. The responsibility for the recognition and avoidance of all hazards, and provision of all necessary safety equipment is passed to the Trade Contractor performing the work.
- D. All employees who must work on, in or enter a confined space must receive special hazard training by their employer as to:
 1. Personal protective equipment requirements and their proper use.
 2. Instruction as to the specific hazard (s) of the work to be performed.
 3. Means and methods of egress.
 4. Rescue and emergency procedures.
 5. Forced mechanical ventilation of the confined space must be provided prior to and during operations to remove harmful vapors, mists and dusts, and/or to provide an adequate supply of breathable air. The method and equipment to provide this ventilation to the confined space shall be the responsibility of the Trade Contractor.
 6. The atmosphere in the confined space shall be surveyed for oxygen and combustible gas prior to performance of any work. Where a potentially hazardous atmosphere is noted or suspected, continuous air sampling may be warranted. This shall be addressed prior to the commencement of work, based upon conditions at the beginning of work, but no less than daily. Where continuous air

sampling is deemed necessary, a special procedure for this work shall be developed and agreed to in writing, and all personnel involved shall be instructed as to these requirements.

7. A "buddy system" shall be utilized whenever personnel enter a confined space. This requires that a properly trained employee of the Trade Contractor performing the work remains outside the confined space and be in constant visual or verbal contact with the employee(s) inside the confined space and attend the lifeline of any employee inside the space. This employee may pass tools but not have any other job which should require him to take his attention from the employee(s) working in the confined space. He must never leave his post unless properly relieved. In remote areas, or where assistance is not immediately available, two-way radios for the purpose of notifying rescue personnel are required and shall be provided by the Trade Contractor unless other provisions are made in writing.
8. If a change to conditions within or surrounding the confined space is noted (such as spills, leakage, or the introduction of solvents, toxic or flammable materials), work in the confined space shall cease at once. All equipment in use shall be shut off and all personnel shall exit the confined space. Re-entry is prohibited until a thorough survey of the area and confined space is conducted jointly by the Architect and the Trade Contractor.

1.13 WORK AREA PROTECTION

- A. Contractors responsibilities for general protection of personnel in the work areas shall include, but are not limited to, the following:
 1. Open Sided Floors and Roofs: Shall meet the requirements of 29 CFR subpart M – Fall Protection in its entirety
 2. Floor Openings. Floor openings through which personnel or material can pass shall be protected by a cover or barricade, substantial enough to withstand any anticipated load. Covers shall be anchored and identified to prevent accidental removal or displacement. The General Contractor shall provide protection for all floor openings. Trade Contractor shall be responsible to re-install/modified protection at floor openings when their work requires removal of the General Contractors installed protection.
 3. Warning Signs, Barricades, Flagging are to be used to warn personnel of potential or hidden hazards or advise of intermittent activities which might endanger outside personnel. They are not to be used in lieu of more effective protection.
- B. Ventilation. Adequate ventilation or localized exhaust may be required to satisfy the work environment requirements of OSHA (1926.57). Such equipment as is necessary shall be furnished by the Trade Contractor unless other arrangements have been made in writing.
- C. Illumination. If temporary illumination furnished by others is inadequate, the Trade Contractor is responsible to notify the Architect of these deficiencies.
- D. Protection of Vertical Rebar. Employees shall not be permitted to work above vertically protruding reinforcing steel unless it has been covered or protected to eliminate the hazard to persons falling on it and being impaled.

1.14 EXCAVATION AND EQUIPMENT

- A. Work Survey. The Trade Contractor responsible for the work shall determine the location and elevation of any and all underground utilities which may be affected by the work. This Trade Contractor shall make provisions to support all utility lines which may be disturbed during his activities.

B. Service De-energization. Whenever possible, underground services should be de-energized prior to excavating.

1. Excavation within four (4) feet of energized electrical services shall be performed manually until the service has been exposed to determine actual location and elevation. Mechanical excavation may then proceed if the service is encased in concrete or rigid steel conduit. For plastic conduit or direct burial services, excavation shall continue to be performed manually.
2. Requirements for protective systems for employees in excavations shall meet the requirements of 29 CFR 1926 subpart P in its entirety
3. Excavation spoil, materials, and equipment shall be placed no closer than two (2) feet from the edge of any excavation.
4. Daily inspection of excavations shall be made by a competent Trade Contractor's supervisor. If evidence of possible cave-in or slide is apparent, all work in the excavation shall be stopped until all necessary precautions are taken to safeguard employees.
5. Excavations shall be inspected by a competent Trade Contractor's supervisor after every rainstorm or other occurrence which increases the potential for cave-in or slide.
6. Additional precautions by way of shoring and bracing shall be taken to prevent cave-ins or slides when excavations or trenches are made in locations adjacent to back filled excavations or where excavations are subjected to vibration, traffic or water flow.
7. Ladders or ramps shall be provided for the safe access and egress of personnel in trenches greater than four (4) feet in depth. For trenches greater than twenty-five (25) feet in length, a ladder or ramp shall be provided at twenty (20) foot intervals horizontally.
8. Employees exposed to vehicular traffic shall be provided with warning vests marked with or made of reflectorized or high visibility material.
9. All equipment left unattended at night, adjacent to a roadway in normal use, or adjacent to construction areas where work is in progress shall have appropriated lights, reflectors or barricades.
10. Trucks with dump bodies shall be equipped with positive means of support, permanently attached, and capable of being locked in position to prevent accidental lowering of bed during maintenance and repair work.
11. Trade Contractors whose activities involve cranes and other aerial equipment shall maintain a clearance of twenty (20) feet or more from overhead power lines or equipment.
12. All construction vehicles and mobile equipment shall either be: 1) equipped with an operable reverse signal ("back-up") alarm; or 2) accompanied by an employee of the appropriate Trade Contractor to safety guide the vehicle or equipment during its operation in reverse.

C. Cranes and Rigging

1. Trade Contractors whose activities require the use of cranes shall be responsible for their proper set up and operation.
2. Trade Contractors shall provide the Contractor and Architect evidence of annual inspection by an OSHA certified testing agency for each crane and associated rigging equipment brought onto the site.

- If one year has elapsed since the last inspection, or if the crane or its associated rigging has sustained any incident which may have resulted in damage, the crane and the associated rigging shall be fully re-inspected with evidence provided. NO work shall proceed without evidence of a current inspection. No claims will be accepted for losses sustained by the Trade Contractor for delays caused by failure to comply with these requirements.
3. A daily inspection of the crane shall also be performed by the crane's operator or other competent person to ensure that the crane is safe for operation. This inspection shall be documented in writing by the person performing the inspection, and shall be available for examination at any time. In addition, a copy of this inspection report shall be provided monthly to the Contractor and Architect.
 4. The contractor shall provide the architect with a copy of the crane operator's license prior to the delivery of the crane to the project site.
 5. Trade Contractors shall provide the Contractor and Architect evidence of the crane operator's license to operate the crane .

D. Additional Requirements:

1. Crane booms which extend more than 125 feet shall be affixed with an FAA approved flashing red obstruction light, unless they are retracted or lowered at the end of each day.
2. Use a shackle to hold two (2) or more choker eyes in a hook.
3. Visually inspect all hooks, slings, shackles, chain hoists, and beam clamps or trolleys before use. Defective and/or worn equipment shall be removed from service.
4. Rigging equipment, supports and attachments shall not be operated beyond designed load ratings.
5. Personnel are not permitted to ride the load, "headache" ball or any associated rigging.
6. Personnel are not permitted under suspended loads. Areas beneath hoisting activities shall be evacuated and warnings installed to prevent unauthorized entry.
7. Suspended loads shall not be left unattended. No swinging loads over occupied buildings
8. Fiber ropes or slings are not permitted around operations involving the use of corrosive substances.
9. Wire rope shall be removed from service after it has been exposed to fire or extreme heat, or burned form contract with electricity, or when visual inspection shows damaged strands, kinks, corrosion, or more than 10% of the wires broken in one lay.

1.15 PROTECTION OF THE PUBLIC

- A. All necessary precautions shall be taken to prevent injury to the public or damage to property to others. Precautions to be taken shall include but are not limited to the following:
 1. Work shall not be performed to any area occupied by the public unless specifically permitted by the contract or in writing by the Architect.
 2. When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, Contractor shall protect the public with

- appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields and adequate visibility.
3. Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe entrance and exit of the public at all times.
- B. Appropriate warnings and instructional safety signs shall be conspicuously posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
 - C. Sidewalks, sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structural.
 - D. A temporary fence shall be provided around the perimeter of aboveground operations adjacent to public areas. Perimeter fences shall be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of fence shall be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence or as otherwise required by local conditions.
 1. Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six (6) feet of the top of excavated slopes or vertical banks shall be protected with guardrails. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred (200) pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two (42) inches. Top rails and posts may be two (2) inches by four (4) inches dressed wood or the equivalent. Intermediate horizontal rails at mid-height and toeboards at platform level may be one (1) inch by six (6) inch wood or the equivalent. Posts shall not be over eight (8) feet apart.
 - E. Barricades meeting local requirements shall be provided where sidewalk shed or bridge, fences or guardrails above are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. During the period a barricade is temporarily removed for the purpose of work, a watchman shall be placed at all openings.
 - F. Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Contractor's operation. They shall be installed in accordance with the requirements listed above.
 - G. Warning lights shall be maintained from dusk to sunrise around excavations, barricades or obstructions in plant areas. Illumination shall be provided from dusk to sunrise for all temporary walkways in both plant and construction areas.

1.16 HIGHWAY WORK

- A. All work on or adjacent to existing public roadways shall be performed in conformance to the requirements of ANSI D6.1-1971, Manual on Uniform Traffic Control Devices for Streets and Highways, NJDOT, Burlington County Traffic Engineer's Office. Unless otherwise provided for in these contract documents, the Contractor shall be responsible for the furnishings, set-up, and maintenance of any and all traffic control signage, devices, barricades, arrow boards or flagmen.

1.17 DISASTER PLANNING

- A. Specific requirements for the coordinating and handling of emergencies will be developed and updated as the work progresses, and distributed to each Trade Contractor. Unless provided for elsewhere in these documents, each Trade Contractor shall be responsible for reasonable and prudent precautions for the protection of their personnel, equipment, materials and installed work from weather and other Acts of God.

1.18 Additional Requirements

- A. Failure to comply with any parts of this specification 007319- Project Safety Plan can result in the decision to withhold certification of payments.
- B. The General Construction Contractor will serve as the overall Project Safety Coordinator and shall be responsible for all issues of safety and protection. Each Contractor shall also designate a safety person at the job site from NTP to contract completion. The designated safety person shall be responsible for the safety of their work and for their workers and to make continuous inspections for all safety issues relating to his work. The Owner and their representatives, including, but not limited to the Architect and Burlington County Improvement Authority are not responsible for safety on this project but will endeavor to promote safety. Each Contractor must comply with job Safety Requirements in addition to OSHA and local agency requirements. Failure to comply with safety issues will be grounds for withholding of payments.
- C. Notify Lumberton School District, the Construction Manager and the Architect immediately upon arrival of O.S.H.A. to the site.
- D. The Contractor shall conform to all applicable New Jersey Department of Environmental Protection regulations

PART 2-MATERIALS Not Used

PART 3-EXECUTION Not Used

END OF SECTION 007319

SECTION 007336 – EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

PART 1-GENERAL

1.1 SUMMARY

- A. Equal Employment Opportunity Requirements as required by the State of New Jersey, Department of the Treasury.
- B. Applicable statutes and regulations include, but are not limited to, N.J.S.A. 10:2-1, N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 PERFORMANCE REQUIREMENTS

- A. See enclosed Exhibit B

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 007336

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

EXHIBIT B (*Cont*)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B *(Cont)*

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B *(Cont)*

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

SECTION 007339 SEXUAL HARASSMENT STATEMENT

PART 1-GENERAL

1.1 SUMMARY

- A. Sexual Harassment Statement.

1.2 RELATED SECTIONS

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

1.3 PERFORMANCE REQUIREMENTS

During the performance of this Contract, the contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will maintain an environment that is free from sexual harassment.
- B. The contractor or subcontractor, where applicable, will make it clear to all staff and employees that sexual harassment is prohibited. No supervisory employee shall threaten or insinuate, either directly or indirectly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, evaluation, compensation, assignment or advancement.
- C. No supervisory employee shall promise or suggest, either directly or indirectly, that an employee's submission to sexual advances will result in any improvement in any term or condition of employment of an employee. Sexually harassing conduct committed by non-supervisory personnel is also prohibited.
- D. Sexual harassment may include, but is not limited to verbal harassment or abuse, pressure for sexual activity, repeated remarks with sexual or demeaning implications, unwelcome touching, suggesting or demanding sexual involvement accompanied by implied or explicit threats.
- C. The Owner expects all contractor representatives conducting business with the Owner to adhere to the Owner's established sexual harassment policy. Failure to comply with the Owner's policy in this area may result in the termination of the Contract.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 007339

SECTION 007343 WAGE RATE REQUIREMENTS

PART 1-GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Employment Requirements.
 - 2. Prevailing Wage Rates

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 EMPLOYMENT

- A. Pursuant to N.J.S.A. 34:9-2, citizens of the State who have resided in the State not less than one (1) year shall be given preference in employment on public work.
- B. Pursuant to N.J.S.A. 34:10-1, an 8 hour working day is established, as a condition of the Contract, for laborers, workmen and mechanics subject to exceptions named therein.

1.4 PREVAILING WAGE RATES

- A. The Contractor and their subcontractors shall pay not less than the prevailing wage rate to workers employed in the performance of any contract for the project, in accordance with the rate determined by the Commissioner of the New Jersey Department of Labor pursuant to the provisions of N.J.S.A. 34:11-56.25 et. seq. shall be paid to workers employed in the performance of this contract in connection with this Project.
- B. The Contractor shall comply with the following:
 - 1. With each Application for Payment the Contractor shall submit to the Owner, through the Architect, a Certified Payroll Record, with an affidavit stating that all workmen have been paid the prevailing rate of wages through the most recent payroll period. Said payroll certification shall be submitted on New Jersey Department of Labor Form MW-30 or such other form as the Department of Labor may require.
 - 2. The Contractor shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each workman employed by him in connection with this work. The Contractor shall preserve these records for 2 years from the date of the certification of the Final Application for Payment.
 - 3. Upon request, the Contractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the Work. The statement shall set forth the names of the person whose wages are unpaid and the amount due to each. The statements shall be verified by the oath of the Contractor.
 - 4. The Contractor shall post the prevailing wage rates for each craft and job classification involved in the work, including the effective date of any changes thereof, in prominent and easily

accessible places at the site of the work and at such place, or places as used to pay workmen their wages.

5. If the Contractor does not pay the itemized employee benefits to the workmen, as set forth in the Prevailing Wage Rate, it shall pay the value of said benefits directly to the employee on each pay day as part of wages.
- C. The current Prevailing Wage Rates, as applicable for this Project are available for review at the offices of the Owner or from the Architect.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 007343

SECTION 007356 WORKER AND COMMUNITY RIGHT TO KNOW ACT REQUIREMENTS

PART 1-GENERAL

1.1 SUMMARY

- A. It is required that the Contractor and/or their Subcontractors ensure that containers of substances belonging to the Contractor and/or their Subcontractors that are stored at the Owner's facility are properly Right To Know (RTK) labeled. Refer to N.J.A.C. 8:59-5-10.
- B. Surveys of hazardous substances stored at the Owner's facility by the Contractor and/or their Subcontractors are to be provided to the Owner. Refer to N.J.A.C. 8:59-2.2(h).
- C. Material Safety Data Sheets (MSDS) from manufacturers, suppliers, Contractors, and Subcontractors must be provided to the Owner for all products present at, purchased for, and brought on-site at the Owner's facility, prior to the delivery of the subject material to the site. Refer to N.J.A.C. 8:59-2.2(1).
- D. All Contractors are to keep on file all MSDS information in their field office at the location where material is used.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 007356

SECTION 007371 TAX EXEMPTION

PART 1-GENERAL

1.1 SUMMARY

- A. The Owner is exempt for payment of FEDERAL, STATE, LOCAL TAXES AND SALES AND COMPENSATING USE TAXES of the State of New Jersey and of Cities and Counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are **not** to be included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by or tot the Contractor or a subcontractor and the Contractor and his subcontractor shall be responsible for and shall pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 BUSINESS REGISTRATION ACT

- A. Pursuant to the Business Registration Act P.L. 2004, c.57, the contractor and their subcontractors shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, " P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State of New Jersey.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 007371

SECTION 007372 BUSINESS REGISTRATION ACT REQUIREMENTS

PART 1-GENERAL

1.1 STATUTE

- A. N.J.S.A. 52:32-4, amended by P.L. 2004, c. 57 imposes the following requirements on the Contractor and all subcontractors that **knowingly** provide goods or perform services for the Contractor in fulfilling this contract.
- B. Pursuant to N.J.S.A. 52:32-44, all Contractors who bid on the School Facilities Project may provide a copy of the business registration certification, issued by the Department of the Treasury, at the time of submission of their bid proposals to the District. If a Business Registration Certificate (BRC) is required in a bid, but not submitted with the bid, it would be an immaterial defect: curable by being filed prior to award of the contract. The Contractor must (a) obtain proof of valid business registration from a Subcontractor before entering a Contract with the Subcontractor and shall forward said business registrations to the District; (b) provide written notice to all Subcontractors that they are required to submit a copy of their business registration certificate to the Contractor; and (c) maintain and submit to the District a list of the names of any Subcontractors and their current addresses, updated as necessary during the course of the Contract performance, and to be complete and accurate before a request for final payment is made.
- C. Pursuant to N.J.S.A. 52:32-44g, the Contractor and any Subcontractor providing goods or performing services under the Contract for work on a School Facilities Project, and each of their affiliates, shall, during the term of the Contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax on all their sales of tangible personal property delivered into the State.

1.2 BUSINESS REGISTRATION

- A. No Contract shall be entered into by the Owner unless the contractor provides a copy of its business registration Certificate.
- B. The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor.
- C. Subcontractors through all tiers of the project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file.
- D. Prior to receipt of final payment from the Owner, the contractor submit to the Owner an accurate list of all subcontractors and suppliers or attest that none was used.
- E. A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the laws and its requirements are available by calling (609) 292-9292.

1.3 SALES TAX

- A. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State of New Jersey.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 007372

SECTION 007373 NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY REQUIREMENTS

PART 1-GENERAL

1.1 SCHOOL FACILITIES PROJECTS

- A. The Contractor acknowledges that these Projects are school facilities projects defined in P.L. 2000, c.72. Neither the State of New Jersey, the New Jersey Schools Development Authority ("NJSDA") nor any of its departments, agencies, board members or its employees is or will be a party to this Contract or any lower tier contract or subcontract. This Project is subject to the provisions of N.J.S.A 18A:7G-15 et seq. and the Contractor shall comply with all requirements set forth therein.
- B. This Project is funded in part with funds from the NJSDA through the Educational Facilities Construction and Financing Act. To obtain the funding from the NJSDA, the Owner is required to comply with specific statutes, regulations and contract provisions and perhaps other requirements of the NJSDA, Department of Education, and other public agencies. The Contractor shall comply with any such requirements imposed upon the Owner in connection with the Project and to cooperate with the Owner so as to obtain and maintain the funding.
- C. This Contract is subject to the requirements contained in the N.J.A.C. 17:19-3.1 et seq and 6:20-6.7 et seq and contained in or otherwise part of the Owner's NJSDA Grant Agreement. In accordance with the provisions of N.J.S.A. 18A:7G-15, the Contractor agrees to comply with all of the provisions of N.J.A.C. 17:19-3.1 et seq and 6:20-6.7 et seq. The Contractor must be pre-qualified by the NJSDA. Additionally, the Contractor shall at all times remain in compliance with and remain qualified pursuant to all NJSDA requirements.

1.2 ASSIGNABILITY

- A. The Agreement Between the Owner and Contractor is assignable to the New Jersey Schools Development Authority.

1.3 AUDIT & EXAMINATION

- A. The Contractor shall permit the New Jersey Economic Development Authority, the NJSDA, and the Unit of Fiscal Integrity and their agents to investigate, audit, examine and inspect in such manner and at such times as the Authority, the NJSDA, and the Unit of Fiscal Integrity deem necessary.

1.4 DISBARMENT

- A. The Contractor, its officers, employees and subconsultants may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq and 6:20-6.7 et seq. In the event of debarment or suspension, the Agreement between Owner and Contractor may be terminated by the Owner without notice to the Contractor. The State and the NJSDA may take such other action as deemed appropriate pursuant to N.J.A.C. 17:19-3.1 et seq and 6:20-6.7 et seq. or any other applicable regulation. The Contractor shall be entitled to compensation only for the services performed up to the date of such suspension/debarment. The Contractor shall insert into all contracts with all subconsultants or subcontractors a clause stating that the Contracted Party, its subconsultants or subcontractors may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq and 6:20-6.7 et seq.

1.5 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. The Contractor and its subcontractors shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and N.J.A.C. 6A:7-1.8. The Contractor shall, in addition, agree by contract and guarantee to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer.
- B. During the Term, the Owner and it's Contracted Parties shall abide by the following provisions and shall provide in any Contracts provisions as follows:
 - 1. The Owner and it's Contracted Parties shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, martial status, affectional or sexual orientation or sex. The Owner and it's Contracted Parties shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. 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 Owner and it's Contracted Parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 2. The Owner and it's Contracted Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Owner and it's Contracted Parties, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex..

1.6 APPLICABLE LAW

- A. Applicable Law refers to federal and state laws and regulations including, but not limited to, N.J.S.A. 52:38-1 et seq., the Educational Facilities Construction and Financing Act, N.J.S.A. 18A:7G-1 et. seq., the Public Schools Contract Law, N.J.S.A. 18A:18A-1 et. seq., and such rules promulgated thereunder, with which the Contractor and its other consultants and subcontractors, or the Owner, as the case may be, must comply.
- B. Compliance with all applicable law. The Contractor shall cause the services to be provided in a manner consistent with Applicable Law as well as the level of care, skill and industry and professional standards required of those engaged in like endeavors under similar circumstances. The enumeration of applicable laws in this Contract shall not limit or restrict the Contractor's obligation to observe and comply with all Applicable Law that affects those engaged or employed on the Project by the Contractor or its consultants or subcontractors, the materials or equipment used by the Contractor or it consultants or subcontractors, or any other aspect of the performance of the Services whether or not enumerated herein. The Contractor shall monitor the performance of this obligation both as to itself and as to all of its consultants and subcontractors.

1.8 AUDIT AND INVESTIGATION

- A. The Contractor shall permit the NJSDA, the Unit of Fiscal Integrity, the New Jersey Department of Education, the New Jersey Department of Labor, the New Jersey Department of Community Affairs, and their duly authorized agents to investigate, audit, examine and inspect in such manner and at such times as these parties deem necessary. These parties shall have the right, at all reasonable times and without prior

notice, to enter upon and examine, inspect and audit the Project and to make any copies or abstracts of any document or account of the Contractor, contractors and subcontractors. The Contractor shall keep those records and accounts for the Project as necessary in order to evidence compliance with Applicable Law, this Contract, regulations and all other requirements. The Contractor shall submit to the NJSDA, Department of Community Affairs, the Unit of Fiscal Integrity or their agents, at their request, such certifications, documents, reports and information related to the Project, as may be required. The Contractor shall permit the NJSDA, Department of Community Affairs and the Unit of Fiscal Integrity and their agents to investigate, audit, examine and inspect in such manner and at such times as the NJSDA and the Unit of Fiscal Integrity deem necessary, including work product produced in connection with audits made by the Contractor or its accountants.

- B. Pursuant to the terms of the Owner's Grant Agreement, the NJSDA shall have the right to establish and maintain a Consultant and Contractor Performance Evaluation Policy and Procedure. The performance of the Contractor shall be evaluated by the Owner. This evaluation shall consider, among other things, the Contractor's ability to deliver and complete the Project within the specified time frame and budget established by the Owner and consistent with the requirements of the Contracts for the Project. Copies of each evaluation will promptly be forwarded to the Contractor if permitted under NJSDA procedures.
- C. Fiscal records, supporting documents, and all other records of the Contractor which relate in any way to the Project shall be retained during the Term of this Contract and for ten (10) years thereafter, provided, however, if any litigation, claim or audit relating to the Project is commenced prior to such expiration, such records and documents shall be retained until all litigation, claims or audit findings involving the records have been resolved. The NJSDA may request transfer of certain records to its custody from the Contractor for a maximum period of ten (10) years after the expiration date in the event that the NJSDA determines, at its discretion, that such records possess long-term retention value. The NJSDA will make arrangements with the Contractor to reproduce or share retention, at the NJSDA's expense, of any records that are continuously needed for joint use.

1.9 PROMPT PAYMENT OF SUBCONTRACTORS.

- A. The Contractor shall comply with the provisions of N.J.S.A. 52:32-40 and 52:32-41, concerning the prompt payment of subcontractors.

1.10 OWNER'S GRANT AGREEMENT

- A. This Contract and the Project shall be governed by the requirements of the Owner's Grant Agreement whether such Agreement is finalized as of the date of this Contract or a date subsequent to the date of this Contract. If the Owner's Grant Agreement is finalized after the date of this Contract such Agreement shall be provided to the Contractor by the Owner and shall on such date become incorporated into this Contract.
- B. If the Owner's Grant Agreement materially expands the services to be rendered hereunder, Contractor shall request additional payments for the direct cost thereof. It is understood that the standard form of NJSDA Grant Agreement (i.e. the sample agreement available from the NJSDA) does not expand Contractor services.
- C. The Owner may require the Contractor to enter into certifications at the times and in the manner specified by the NJSDA in the Grant Agreement. Such certifications may include a certification by the Contractor upon award of its contract, at construction completion stages identified in the schedule of disbursements, and again at final completion.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 007373

SECTION 011000 – SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Work under other contracts.
 - 5. Products ordered in advance.
 - 6. Owner-furnished products.
 - 7. Use of premises.
 - 8. Owner's occupancy requirements.
 - 9. Work restrictions.
 - 10. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 00 Section "List Of Drawing Sheets"
 - 2. Division 00 Section "Project Schedule"
 - 3. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: TDC Project No. 8046-8047, Secure Vestibules
- B. Project Location: John Hydock & Mansfield Elementary Schools
- C. Owner: Mansfield Township School District
200 Mansfield Road East
Columbus, NJ 08022

Owner's Representative: Mr. Fred Knaak, Facilities Manager
- D. Architect: The Design Collaborative, Architects & Planners, P.A.
1940 Route 9 North
Cape May Court House, NJ 08210-1110
- E. Project Coordinator: Mr. Fred Knaak has been appointed by Owner to serve as Project Coordinator.

- F. BASE BID SCOPE OF WORK. The scope of the work shall include, but is not limited to the following:
1. John Hydock Elementary School (JHES) and Mansfield Elementary School (MTES) - Various upgrades to building systems as follows:
 - a. Security Entrance
 - b. HVACR , plumbing and electrical work as required to accommodate building renovations as required or indicated on the contract documents.
 - c. Power, concealed conduit, and exposed raceway in locations of dual channel raceway, for data, technology and security. Exposed raceway for data, technology and security without 110v. power shall be provided by a separate contractor.
 - d. Other work as indicated within the contract documents.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under one (1) Construction Contract for all the Work required to complete the project in its entirety.

1.5 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Other Contracts may include:
1. Security camera and data work.
 2. Victaulic fitting repair work.
 3. Roofing upgrades and repairs.

1.6 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: The contractors shall limit their use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine constructions operations to the contract limit line as defined within the contract drawings.
 2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
 3. Driveways and Entrances: Keep driveways, parking areas, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. The Contractor shall assume full responsibility for protection and safekeeping of products and materials supplied under their contract and stored at the Project Site.
1. The Owner may require any Contractor or Subcontractor to move stored products or materials under his control which may interfere with the operations of the Owner or and other Contractor.

2. The Contractor shall not unreasonably encumber the Project Site with materials or equipment. Confine stockpiling of materials and location of storage sheds and trailers to the areas approved by the Architect. If additional storage or work area shall be required, obtain and pay for the use of the additional storage or work areas needed for the operations of the Contract.
3. The Contractor shall lock automotive type vehicles and motorized construction equipment when parked and unattended to prevent unauthorized use.
4. The General Contractor is responsible to keep the entire worksite clean. This includes parking areas, maneuvering areas, trailer areas, and storage areas. All areas shall be free from construction debris, mud, etc. as directed by the Architect. At a minimum this will be done once a week but the frequency will change as directed by the Architect. Interior spaces shall be kept clean on a daily basis, exterior areas at a minimum will be done once a week but the frequency will change as directed by the Architect.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours:
 1. Non-school Days:
 - a. During non-school days, work shall be generally during normal business working hours of 7:00 am to 4:00 p.m. Monday through Friday during non-school days, except otherwise indicated or required to comply with the project milestones.
 - b. Crane lifting and removal work shall occur on non-school days and may occur on Saturdays with prior approval from the Owner.
 2. **School days:**
 - a. **The Owner shall determine work that does or does not impact students and staff.**

- b. During school days, work that does not impact students and staff may occur during normal business working hours of 7:00 am to 4:00 pm, Monday through Friday.**
 - c. During school days, work that does not impact students and staff may occur between 4:00PM and 11PM with prior approval by the Owner.**
 3. Hours for noise and odor generating activities. Activities which, in the opinion of the Architect, generate excess noise and malodorous conditions will not be permitted at any time during school hours.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. 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.

1.10 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
- C. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 2. Division 01 Section "Unit Prices" for procedures for using unit prices.
 - 3. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
 - 4. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

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

1.6 ALLOWANCES

- A. Allowance shall include all costs to the Contractor associated with products or materials ordered by Owner under the allowance including but not limited to freight, delivery, receiving and handling at site, labor installation, overhead and profit.
- B. Use the allowance only as directed by the Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance. Work under the base scope of work is not to be paid for under the allowances.
- C. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- D. Change Orders authorizing use of funds from the allowance will include Contractor's related costs and reasonable overhead and profit margins.
- E. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.

1.7 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

1.8 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.9 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.10 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.11 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.12 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

A. Contract Allowance No. 1: Contingency

1. Include in the Base-Bid, an allowance of \$10,000.00 for miscellaneous General Construction work, for work not included in the base scope of work.

B. Contract Allowance No. 2: Hardware

1. Include in the Base-Bid, an allowance of \$6,000.00 for Hardware Integration work.

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

N/A

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Divisions 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
 - 2. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
 - 3. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

- A. When any change in the Work, regardless of the reason therefore, requires or is alleged to require an adjustment in Contract Time, such request for time adjustment shall be submitted by the Contractor as part of the change proposal.
 - 1. Any Change Order approved by the Owner and for which payment is accepted by the Contractor, in which no adjustment in Contract Time is stipulated, shall be understood to mean that no such adjustment is required by reason of the change, and any and all rights of the Contractor or any subsequent request for adjustment of Contract Time by reason of the change is waived.
- B. Request by the Contractor for adjustment of the Contract Amount regardless of the reason therefore, shall be submitted to the Architect with itemized labor and material quantities and unit prices to permit proper evaluation of the request.
 - 1. A submission by the Contractor containing unsubstantiated lump sum requests for adjustment of the Contract Amount will not be considered by the Architect. The Architect will not be liable for any delay incurred by reason of the Contractor's failure to submit satisfactory justification and back-up with any request for adjustment to the Contract Amount.
- C. 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. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 20 days 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.

D. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

E. Proposal Request Form: Use AIA Document G709 for Proposal Requests forms.

1.5 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 3. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Change Directive: Architect may issue a Change Directive on AIA Document G714 form included. Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. 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 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 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. The Bidder acknowledges that their schedule of values, separated by the work of each school, will be required to be submitted for all phases of this project.
- C. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to the Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment. No Application for Payment shall be processed without an approved schedule of values.

3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Submit draft of AIA Document G703 Continuation Sheet.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items to account for different phases and for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum. Include separate line items under required principal subcontracts for:
 - Operation and maintenance manuals - \$2,000
 - Punch list activities – 2% of the contract value
 - Project Record Documents - \$2,000
 - Demonstration and training - \$2,000.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is a calendar month. The period of construction Work covered by each Application for Payment is a calendar month.
- C. Payment Application Times: The pencil copy of the Progress payments shall be submitted to Architect by the 20th of each month. The final copy of the Application for Payment shall be submitted to Architect by the 5th of each month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. 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 of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments as 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 every entity who is lawfully entitled to file a mechanic's lien including but not limited to

subcontractors, sub-subcontractors, and suppliers 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 final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede with the submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals 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.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion for a portion of the work, 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 portion of the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- 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.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each

contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum 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.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.
- 1.5 SUBMITTALS
- A. Coordination Drawings: Prepare Coordination Drawings space for efficient installation of different components & for installation of products and materials fabricated by separate entities.
- B. Coordination Drawings:

1. Coordination drawings shall be prepared as composite drawings, including reflected ceiling plans and sections, drawn at a scale not less than 3/8" = 1', for the purpose of clearly showing how the work of each trade is to be installed in relation to each other.
 2. The following submittals need approval prior to coordination : HVAC work.
 3. The coordination drawings should be developed by area construction sequence.
 4. Coordinate location of HVAC units with existing furnishing layouts so that minimal if any movement of furnishings is required for installation and servicing.
 5. All impacts to the dimensions indicated on the contract documents should be identified and resolved during this process, via RFI.
 6. If any work is installed prior to the completion of the coordination drawings, all necessary changes to correct any conflict in that work will be made by Contractors at their cost.
 7. Following the completion and distribution of the coordination drawings, the contractor shall prepare shop drawings as required for submission to the Architect for approval.
 8. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 9. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm)
 10. Refer to individual Sections for additional Coordination Drawing requirements.
- C. Key Personnel Names: Within 14 days after issuance of the Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

- A. Coordination Meetings: Schedule and conduct meetings and conferences at the project site on an "as needed" basis until the coordination drawings, as described in part 1.5B of this section, are developed

and accepted by signature by all prime contractors IAW with the milestone dates stipulated in the project documentation.

- B. Preconstruction Conference: The Architect shall Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 14 days after issuance of the Notice to Award. The conference at the Project site or another convenient location. The meeting is to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; each Prime Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discussion of items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
 3. Minutes: Architect will record and distribute meeting minutes.
- C. Project Meetings: Conduct a project meeting at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

- a. The 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 problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - 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.
 - z. Coordination Drawings
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Appropriate Prime Contractor shall prepare and Distribute minutes of the meeting to each party present and to parties who should have been present.
 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 Meetings: Conduct Project meeting every other week. Add the following- At the last two months prior to the projected date of completion, these meetings will be moved to a weekly basis.
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 conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be

expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
- 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.
5. Foreman's Meeting: Weekly Foreman's meetings shall be conducted throughout the course of construction. This meeting will include the supervising foreman of each of the Prime Contractors for the projects, any and all principal sub-contracts active at the project site and the Architect to discuss upcoming work, immediate coordination with other trades and immediate project schedule activities. The Contractor for General Construction shall conduct the Foreman's Meeting, and shall distribute minutes of the meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned 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 interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.

- e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. The Architect shall update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: The Architect shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily Reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

- B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "CPM Schedule" for submitting CPM Construction.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit six copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

- B. Contractor's Construction Schedule:

1. The General Construction Contractor shall prepare, revise and maintain the construction schedule for all Subcontractors (multiple primes). The Project will be scheduled and monitored using the latest version of Primavera P3 or Primavera Suretrak, a proprietary computer software program developed by Primavera Systems, Inc., Bala Cynwyd, PA 19004, or approved equal. The General Contractor shall develop the schedule (in coordination with Architect and other Prime

Contractors) in sufficient detail and clarity so that the contractors can plan, schedule and control the work properly and so that Architect can readily monitor and follow the progress for all portions of the work. Architect shall receive electronic copies of all schedules and updates. The CONTRACTOR shall complete a detailed schedule for the entire project that must be submitted and accepted prior to release of the second application for payment. The schedule in no way takes the place of Contractor field coordination.

2. This section describes the Progress Schedule requirements. The Owner will have specific needs for phasing of site/construction access and other issues as outlined in the Contract Documents which are to be coordinated within the schedule. No additional costs will be considered to coordinate the phasing needs and reasonable sequencing needs of the Owner.
 3. The Contractor shall prepare all schedules and mandatory monthly updates based upon information furnished by the Subcontractors and based on Architect's observations of the work in progress. The schedule shall be based upon each of the Subcontractors working schedule and used to plan, and organize the work (in conjunction with the General Contractor's field coordination efforts), record and report actual performance and progress, and show how the Subcontractor(s) plans to complete all remaining work.
 4. The completed detailed schedule shall be distributed to all Subcontractors and to Architect. When the schedule is approved by the Subcontractor(s) and accepted by the Owner, it shall become one of the Contract Documents. The schedule may be revised to show changes in the Contractor's method or manner of performance; delays, changes, additions or deletions of the work, only after submission to the Architect or Owner and subsequent Architect or Owner's acceptance.
 5. This Contract acknowledges that float belongs to the project and can be shared by the Owner and the Prime Contractor(s).
- C. Daily Construction Reports: Submit electronically at weekly intervals.
- D. Material Location Reports: Submit electronically at weekly intervals.
- E. Field Condition Reports: Submit electronically at time of discovery of differing conditions.
- F. Special Reports: Submit electronically at time of unusual event.

1.4 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Contractor's Construction Schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
 4. Review delivery dates for Owner-furnished products.
 5. Review schedule for work of Owner's separate contracts.
 6. Review time required for review of submittals and resubmittals.
 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 8. Review time required for completion and startup procedures.

9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Initial Submittal: Submit prior to initial application for payment. Submit concurrently with preliminary bar-chart schedule or network diagram. Include all submittals in the schedule. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 4. Shop drawing log and schedule is to be updated and submitted at each job meeting along with job meeting report form.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed 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: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 30 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Sample testing.
 - e. Deliveries.
 - f. Installation.
 - g. Tests and inspections.
 - h. Adjusting.
 - i. Curing.
 - j. Startup and placement into final use and operation.

8. 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: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
 2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 3. Each activity cost shall reflect an accurate value subject to approval by Architect.
 4. Total cost assigned to activities shall equal the total Contract Sum.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE

- A. 1. The CONTRACTOR will meet with all Subcontractors and Architect for the purpose of identifying all the scheduling input required for the CONTRACTOR to produce the Detailed Schedule. The Detailed Schedule will then be prepared for review within seven (7) calendar days of the meeting. All Subcontractors and Architect shall review the schedule and note any corrections required as a condition of approval within seven (7) calendar days of receipt. The CONTRACTOR will prepare a finalized copy of the Detailed Schedule acknowledging their acceptance of the Schedule as their plan to construct the project. The approved, accepted Detailed Schedule will be the Contract Document used by Architect to monitor the progress of the Subcontractor(s). Subsequent meetings may be required with Architect and all Subcontractors. All comments on the schedule will be sent to the CONTRACTOR and Architect simultaneously.

The Detailed Schedule shall comply with the various limits imposed by the scope of work and by any contractually specified intermediate milestone dates and completion dates included in the contract. The degree of detail shall be to the satisfaction of Architect.

2. Activity durations will be in work days and will have a maximum duration of twenty (20) WORKING DAYS, except in the case of non-construction activities such as procurement of materials and delivery of equipment. The project calendar shall consider and reflect planned non-work days for weekends, holidays, weather days, and planned premium work such as shift work and extended work days. Milestones will be clearly identified. Intermediate milestones will be required including but not limited to anchor bolt setting, structural steel delivery/erection, sequencing of building areas, building enclosure, overhead rough-in, phased completion of various areas, etc. The Contract Completion date shall be fixed using a constraint.
3. The CONTRACTOR will furnish Architect and each Subcontractor with a copy of the initial Detailed logic diagram, computer printouts, detailed bar chart and summary bar chart. Architect will also receive electronic versions of the entire schedule and any updates on floppy disk.

4. If the CONTRACTOR fails to produce an acceptable Schedule as determined by Architect, the Architect may takeover the scheduling requirements and deduct the cost of same from the CONTRACTOR's contract sum.
5. In the event a dispute arises regarding the interpretation of the Contract CPM Scheduling requirements; Architect will make the final decision as to interpretation.
6. The activities will be coded to facilitate selection, sorting and preparation of reports. Each activity will have a unique number and description. All construction activities shall be manpower, man hour and resource loaded. The following activity coding scheme should be used:
 - Contract Number – Contract number if multiple prime.
 - Responsibility – Identify Contractor, Sub-contractor, Owner, etc.
 - Phase – Phase identification from the phasing plan
 - Area – Subdivide schedule activities into logical sections including site, building areas, wings, floors, etc.
 - CSI – 6 digit, 33 division CSI format to be assigned.
 - Procurement activities to be separate and include all major submittals, approvals and fab/del times and shall be logically tied to the appropriate installation activity.
7. The following computer outputs may be required by Architect as part of the initial schedule submission, and each MONTHLY update thereafter: CONTRACTOR shall provide Architect with a computer disk of the schedule with each submission. All logic changes shall be noted by the consultant in a narrative report that shall also provide an executive summary of the project status.
 - Critical Activity Sort (float equals 10 day or less)
 - Early start sort
 - Eight (8) week "Look Ahead" detailed bar chart with narrative on critical path & milestones.
 - Summary bar chart
 - COM logic diagram (for baseline purposes) and a new logic diagram if logic is revised after baseline is approved.
 - Additional computer sorts as required by Architect
 - Copies shall be provided for each prime contractor
 - One week filter to be used at weekly Foreman's Meeting.
8. The schedule shall show: Activity ID, Activity Description, Original Duration, and Remaining Duration, Percent Complete, Early Start, Early Finish, Late Start, Late Finish and Total Float.

B. SCHEDULE UPDATE

1. Each Subcontractor is required to attend and participate in a CPM update review meeting with the CONTRACTOR and Architect on a monthly basis. Attendance is mandatory and every effort will be made to have the scheduling meetings immediately following a job meeting. Each Subcontractor will supply update information including a complete and accurate report of procurement items, and work activities. If the information is not submitted, Architect will provide information available at the time of the meeting. The schedule update information will include, but not be limited to:

- a. Actual start dates
 - b. Actual completion dates
 - c. Activity percent completion with actual start date
 - d. Remaining duration of activities in progress
2. All schedule update information outlined above will be reviewed by Architect at the update meeting. CONTRACTOR shall provide Architect with all reports as specified in previous paragraphs within 5 calendar days of the meeting. No logic, original duration, or other changes shall be made to the initial schedule without approval from Architect.
 3. The CONTRACTOR shall then prepare an eight (8) week look-ahead bar chart that will be issued to all at the next job meeting. A copy of the other scheduling documents will be available to each Prime Contractor for review at the jobsite trailer.

C. RECOVERY SCHEDULE

1. If a Subcontractor fails to achieve the planned progress, as indicated in the approved/updated Detailed Schedule and/or the Subcontractor's lack of progress delays attaining intermediate milestone by more than ten (10) calendar days (monthly or cumulatively); the Subcontractor will submit to Architect for approval a proposed Recovery Schedule indicating how the Subcontractor will recover the time lost.

If a Subcontractor fails to submit a Recovery Schedule and/or fails to cooperate with the Recovery Schedule process, the Owner/Architect can withhold future progress payments until the Contractor's progress is in compliance with the contract schedule or has approved proposed adjustments to the contract milestones, extension of contract time or modification of the contract schedule.

1. Near the end of the job, Architect may direct the CONTRACTOR to establish a detailed work to complete schedule that is updated on a weekly basis.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Approximate count of personnel at Project site.
3. Equipment at Project site.
4. Material deliveries.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events (refer to special reports).
9. Stoppages, delays, shortages, and losses.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Change Directives received and implemented.
14. Equipment or system tests and startups.
15. Partial Completions and occupancies.
16. Substantial Completions authorized.

- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Retain Scheduling Consultant: The contractor may engage, at his option, a consultant to provide planning, evaluation, and reporting of the construction schedule if Contractor does not employ skilled personnel with experience in CPM scheduling and reporting techniques. Qualifications of in-house or scheduling consultant must be submitted for approval.
- B. Meetings: Scheduler shall attend all meetings related to Project progress, alleged delays, and time impact.
- C. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- D. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013216 - CPM SCHEDULE

PART 1-GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the critical path method (CPM) of scheduling and reporting progress of the Work.
- B. The General Work Contractor (GWC) shall have the primary responsibility for the preparation and maintenance of the CPM schedule and the reporting progress of the overall Work.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
 - 1. Refer to Section 003110 – Project Schedule
 - 2. Refer to Section 003120 – Milestone Dates and Liquidated Damages
 - 3. Refer to Section 013100 – Project Management and Coordination
 - 4. Refer to Section 013300 – Submittal Procedures

1.3 SUBMITTALS

- A. Submittal and Distribution: Within 15 calendar days of the issuance of the Notice to Proceed, the General Work Contractor shall submit 8 copies of the Preliminary Network Diagram, Preliminary Network Diagram reflecting first 60 days of work, and additional items identified in Paragraph 3.1 herein for review and acceptance by the Architect.
- B. Submittal and Distribution: Within 30 calendar days of the issuance of the Notice to Proceed, the General Work Contractor shall submit 3 copies of the initial CPM Schedule for review and acceptance by the Architect.
- C. Schedule Updating: Revise the schedule within 7 calendar days after each meeting, or other activity, where revisions have been recognized or made.
 - 1. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.
- D. Distribution: As determined during the Pre-Construction Meeting and as updated during the course of the Work.
 - 1. Distribute printed copies of the Baseline Schedule and updates to the Architect.
 - 2. Distribute the Baseline Schedule and updates in electronic PRX format, by email, to the Architect. Utilize a unique identifier for each successive update.
 - 3. Post copies of the CPM Schedule in the Project meeting rooms and temporary field offices.
- E. Regular Project Meetings: At each regular project meeting the GWC shall issue the latest updated schedule and a two-week look ahead schedule to each of the participants.
- F. Application for Payments: The GWC shall issue the latest updated schedule and reports concurrently with each monthly Application for Payment.

- G. Suspension of Payments: The submission and update of the CPM scheduling information is critical to the success of the project and the ability of all parties to manage the work.
1. Initial Submittal: The Owner shall have the right to withhold progress payments from the Contractor until the Baseline Schedule is accepted.
 2. Monthly Submittals: The Owner shall have the right to withhold progress payments from the Contractors if the General Work Contractor fails to update and submit monthly progress schedules and reports as specified.

1.4 DEFINITIONS

- A. Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations determine when activities can be performed and the critical path of the Project.
- B. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall project duration.
- C. Network Diagram: A graphic diagram of a network schedule, showing the activities and activity relationships.
- D. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical activities are activities on the critical path.
 2. Predecessor activity is an activity that must occur before a given activity and controls the start or finish date of its successor(s).
 3. Successor activity is an activity that cannot occur until after the start of a predecessor activity.
- E. Event: An event is the starting or ending point of an activity.
- F. Float: The measure of leeway in activity performance. Accumulative float time belongs to the Owner.
1. Free float: The amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 2. Total float: The measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- G. Milestone: A key or critical point in time for reference or measurement.

1.5 QUALITY ASSURANCE

- A. The Contractor's Scheduling Professional: The General Work Contractor shall retain a scheduling consultant to provide planning, evaluating, and reporting by CPM scheduling.
1. The consultant shall be a recognized specialist, acceptable to the Owner and Architect, who is an expert in CPM scheduling and reporting.
 2. The consultant shall have computer facilities that are capable of delivering detailed network diagrams within 48 hours of request.
- B. Standards: Comply with procedures contained in AGC's "Construction Planning & Scheduling", latest edition.

1.6 BIDDING SCHEDULE

- A. Base Bid Schedule: The Owner will include a preliminary schedule in the bidding documents which represents an overview of how the project could be scheduled. The Contractor is not bound to this preliminary schedule, but is bound to the Milestone Dates established in Section 003120 – Milestone Dates and Liquidated Damages. This preliminary schedule does not contain all construction activities required to complete all work shown on the drawings or included in the specifications. See Specification Section 003110 "Project Schedule".

PART 2-PRODUCTS

2.1 SCHEDULING PROGRAM

- A. Scheduling Program: The Contractor shall use P3 Primavera Project Planner (latest version available) for network analysis that has been developed specifically to manage CPM construction schedules.

PART 3-EXECUTION

3.1 PRELIMINARY NETWORK DIAGRAM

- A. Scheduling Work Session: Within 7 calendar days of the issuing of the Notice to Proceed the Architect shall facilitate with the Contractors a Scheduling Work Session. Each contractor shall provide input to arrive at an integrated CPM Schedule, which integrates construction activities, durations and sequences to facilitate completion in an orderly manner within the time frames indicated for completion, to coordinate the preparation of the Preliminary Network Diagram and the other requirements of this Section.
- B. Preliminary Network Diagram: Within 14 calendar days of the issuing of the Notice to Proceed, the General Work Contractor shall submit a preliminary network diagram. The preliminary network diagram shall outline activities for the first sixty (60) days of construction. Include a summary listing for the remainder of the Work as part of the preliminary diagram.
 - 1. Include each significant construction activity. Coordinate each activity in the network with other activities. Schedule each construction activity in proper sequence.
 - 2. Indicate completion of the Work on the date established for Substantial Completion, unless the Owner agrees otherwise.
- C. Cash Requirement Prediction: With submittal of the preliminary work diagram, include a preliminary cash requirement prediction based on indicated activities.
- D. Tabulation of Submittals: With submittal of the preliminary network diagrams, include tabulation by date of submittals required during the first 90 calendar days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead-time for manufacture or fabrication.
- E. Distribution: Distribute the preliminary network diagram for review and approval as described in Section 013300. Distribute the preliminary network diagram to parties involved early in construction activities, including Owner and Architect.

3.2 BASELINE CPM SCHEDULE

- A. Prepare the Baseline Construction Schedule using the network analysis diagram system known as the critical path method (CPM). Follow procedures outlined in AGC's "Construction Planning & Scheduling."
1. Proceed with preparation of the network diagram immediately following receiving the Notice to Proceed.
 2. Follow the steps necessary to complete development of the network diagram in sufficient time to submit the CPM Schedule so it can be accepted for use no later than 30 calendar days after the issuance of the Notice to Proceed.
 3. Conduct educational workshops to train and inform key project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 4. Establish procedures for monitoring and updating the CPM Schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
- B. CPM Schedule Preparation: Prepare a list of all activities involved in the Project. Include a list of activities required to complete the Work. Provide the best data available for generation of the network diagram and the CPM schedule.
1. Indicate the estimated time duration, sequence requirements, relationship of each activity in relation to other activities. Use "one working day" as the unit of time. Except for fabrication of materials, no single activity shall exceed 15 working days in duration.
 2. Indicate estimated times for the following activities to be performed:
 - a. Preparation and processing of submittals.
 - b. Purchase of materials.
 - c. Delivery.
 - d. Fabrication.
 - e. Installation.
 - f. MEP/FP above ceiling coordination drawing.
 3. Treat each story or separate area as a separate numbered activity for principal elements of the Work.
 4. Provide detailed sub-schedules to define critical portions of the schedule.
 5. Indicate milestone dates of key portions of the work as required by the milestones in Section 003120.
- C. Processing: Enter prepared data to produce a time-scaled logical network. Revise data, reorganize activity sequences, and reproduce as necessary to produce the CPM Schedule within the limitations of Section 003120.
- D. Format: Display the full network on a minimum number of sheets, of sufficient width to show data clearly for the entire construction period. The critical path should be clearly marked and determinable on the diagram.
- E. Initial Issue: Prepare the initial issue of the CPM Schedule network diagram using "Early Start-Total Float" as the sorting criteria. Prepare tabulated reports to show the following:
1. The Contractor or subcontractor and work or activity.
 2. Description of the activity.
 3. Principal events of that activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in working days.
 8. Total float.
 9. Average size of workforce per activity.

- F. Tabular Report: Prepare and issue 3 tabular reports, sorted as noted.
 - 1. In first report, tabulate and sort by activity number, then by early finish date.
 - 2. In second listing, tabulate and sort by activity number, then by late finish date.
 - 3. In the third report, tabulate and sort by total float, then by early start date.
 - 4. In subsequent issues of these reports, substitute actual start and finish dates for activities completed as of the data date.
- G. Prepare listing for ease of comparison with payment requests; coordinate timing with progress meetings.

3.3 REVIEW AND EVALUATION OF SCHEDULE

- A. Progress Meetings: The progress of the project in conjunction with the CPM Schedule will be discussed at progress meetings. See Section 013100. Participate in joint review and evaluation of schedule with Architect at each meeting.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule. Include:
 - 1. Actual completion dates for work items completed during report period.
 - 2. Actual start dates for work items started during report period.
 - 3. Estimating remaining durations for work items in progress.
 - 4. Estimated start dates for work items scheduled to start during month following report period.
 - 5. Changes in duration of work items and minor logic changes.
 - 6. Identification of current and most critical paths to required completion dates.
- C. After review, revise as necessary as result of review, and resubmit within 7 calendar days.

3.4 UPDATING SCHEDULE

- A. Maintain CPM Schedule to record actual start and finish dates of completed activities. The scheduling consultant will provide an update template projecting the next 2 months of work sorted by contractor on the 20th day of each month. / 2. Update activities by: a. Actual Start date / b. Actual completion date / c. Actual start w/ % complete. / d. Do not predict the remaining duration, let the program calculate.
 - 1. Indicate progress of each activity to date of revision, with projected completion date of each activity.
 - 2. Annotate diagrams to graphically depict current status of Work.
 - 3. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
 - 4. Indicate changes required to maintain Date of Substantial Completion.
 - 5. Submit reports required to support recommended changes.
- B. Submit updated schedule with each Application for Payment.
 - 1. Work Item Report: Contain work items and dependencies as indicated on network diagram listed in order or ascending work item number.
 - 2. Separate listing of activities completed during reporting period.
 - 3. Separate listing of activities which are currently in progress indicating their remaining duration and percent complete.
 - 4. Separate listing of activities which are causing delay to work progress.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Narrative to include impact to the critical path and milestones (i.e. the project is x days behind/ ahead or schedule & why / the contract milestone for phase 1a is xx/xx/xx; the actual milestone date for phase 1a is

xx/xx/xx and why) Report corrective action taken or proposed and its effect including the effects of changes on schedules of separate contractors.

3.5 RELIANCE ON SCHEDULE

A. Expediting Activities:

1. Should any critical path activity fail to be completed within 10 calendar days after the indicated schedule date, the Contractor shall expedite completion of activity by whatever means Owner deems appropriate and necessary without additional compensation to the Contractor.
2. Should any critical path activity performed be 28 or more calendar days behind schedule, the Owner shall have the right to perform activity or have activity performed by whatever method Owner may deem appropriate. Costs incurred by Owner in this activity shall be deducted from the Contract Price.
3. It is expressly understood and agreed that failure by the Owner to exercise the option to expedite an activity shall not be construed as precedent for any other activities or as waiver of the Owner's rights to exercise his rights on subsequent occasions.

B. Contract Extensions: Float time is not for exclusive benefit of either Owner or Contractor.

1. Extensions of time for Contract performance as specified in Contract shall be granted only to the extent that equitable time adjustments to affected work items exceed total float time along affected paths of accepted computer printout report in effect at that time.
2. Slippage of work items will not be the basis for time extensions to the Contract unless, and until, such slipped work items are resolved in accordance with General and Supplementary Conditions.

END OF SECTION 013216

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 5. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 6. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 7. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 - 8. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be available for purchase by the Contractor from the Architect for Contractor's use in preparing submittals. Refer to specification section 006519 Release of Liability Regarding Cad Disc.
- B. Submittals shall be submitted in accordance with the flow charts at the end of this specification section.

- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 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.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 14 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 14 days for review of each submittal. Submittal will be returned to Architect, before being returned to Contractor.
- F. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

- i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- G. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- H. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect. Submit copy of letter of transmittal to Architect.
 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- I. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Contractor.
 1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked.
- K. 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. The Architect will not be responsible for distribution of contractor's submittals to that contractor's subcontractor.

- L. Use for Construction: Use only final submittals with mark indicating action taken by Architect.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Refer to specification section 006519 Release of Liability Regarding Cad Disc

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Submit electronic submittals directly to extranet specifically established for Project.
 - 2. All shop drawings and samples are to be submitted by the Contractor to the Architect for review. Each sheet of the shop drawings shall identify the project, contractor, subcontractor and fabricator or manufacturer and the date of the drawings. All shop drawings shall be numbered in consecutive sequence and each sheet shall indicate the total number of sheets in the set.
 - 3. Substitutions: All substitutions or deviations from plans and specs must be clearly noted as such on all shop drawings. Contractor shall identify, coordinate and pay for any additional requirements as a result of substitutions, deviations, etc., including necessary change orders and additional work of other trades. In addition, Substitution submittals shall be submitted no later than 30 days after notice to proceed to provide time for comparison review.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.

- j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies:
 - a. Standard drawings, brochures and printed data sheets shall be submitted one (1) electronic copy in "Adobe" PDF format for review and processing by the Architect and distribution to the other Contractors, if applicable. The contractor shall be responsible for distribution of approved submittals to all subcontractors. The contractor shall be required to submit four signed and sealed copies of the shop drawings wherever signed and sealed copies are required by the contract documents.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Format: All shop drawings submitted in "Adobe" PDF format.
 4. Number of Copies: Contractor shall submit one (1) electronic copy in "Adobe" PDF format for review and processing by the Architect. The contractor shall be responsible for distribution of approved shop drawings to all subcontractors. Submit six hard copies where copies are required for operation and maintenance manuals. Architect will retain three copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 - a. When the electronic drawing files are returned to the Contractor approved, the Contractor shall have sets made for other contractors and the Architect for their use.

- b. The contractor shall be required to submit four signed and sealed copies of the shop drawings wherever signed and sealed copies are required by the contract documents.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. 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 **two** full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, will return submittal with options selected.
 5. 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 four sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 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.

- E. Product Schedule or List: 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.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit six copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Architect's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit six copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized 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.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- C. Installer Certificates: Prepare 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.
- D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- E. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- H. Product Test Reports: Prepare written reports indicating 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.
- I. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- J. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- K. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- L. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- M. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment.

Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

N. **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.

O. **Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

P. **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.

2.3 DELEGATED DESIGN

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 Submittal:** In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of 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.

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.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, 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.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Final Unrestricted Release: Where submittals are marked "No exception taken," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Make corrections noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittal is marked "Resubmit" do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - 4. Do not permit submittals: Marked "Rejected or Revise and Resubmit to be used at the project site, or elsewhere work is in progress.
 - 5. Returned for new submittal: When submittal is marked "Rejected" do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery or other activity. Prepare a new submittal in accordance with the notions; Provide new submittal without delay. Repeat if necessary to obtain a different action mark.
 - 6. Additional information requested: When submittal (or portion of that submittal) is marked "SUBMIT SPECIFIED ITEM", submit information requested. Prepare item for submittal and submit without delay.

7. Completed submittal: When submittal is marked “NO FURTHER SUBMISSION REQUIRED”, information received is adequate and no further data is required to be provided. Work covered by the submittal may proceed provided it complies with requirements of the contract complies with requirements of the contract documents, final acceptance will depend upon that compliance.
- 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. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
 - E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(888) 293-6498 (202) 512-1530
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station www.wes.army.mil	(601) 634-2355
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
	Available from General Services Administration www.fss.gsa.gov	(202) 501-1021
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	

ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
NES	(Formerly: National Evaluation Service) (See ICC-ES)	
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155

ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020

AOSA	Association of Official Seed Analysts www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association	(800) 926-7337

	www.awwa.org	(303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(773) 761-4100
	Cast Stone Institute www.caststone.org	(770) 972-3011
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca/connections_online/home.htm	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CGSB	Canadian General Standards Board w3.pwgsc.gc.ca/cgsb	(800) 665-2472 (819) 956-0425
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association	(301) 670-0604

	www.pbmdf.com	
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.asce.org	(800) 548-2723 (703) 295-6300
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937
FCI	Fluid Controls Institute www.fluidcontrolsintitute.org	(216) 241-7333
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35

FM	Factory Mutual System (Now FMG)	
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarooft.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	52 951 5146905
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation www.intbadfed.org	441-24 223-4904

ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(702) 567-8150
ITS	Intertek www.intertek.com	(800) 345-3851 (607) 753-6711
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610

MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193 ext. 453
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association	(301) 657-3110

	www.necanet.org	
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NJSDA	New Jersey Schools Development Authority www.njscc.com	609) 943-5955
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association	

(Now TRI)

NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. www.opl.com	(800) 966-5253 (210) 635-8100
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)	
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SEI	Structural Engineering Institute www.seinstitute.com	(800) 548-2723 (703) 295-6195
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234

SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPI/ SPFD	Society of the Plastics Industry, Inc. (The) Spray Polyurethane Foam Division (Now SPFA)	
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453

TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(608) 833-5900
TPI	Turfgrass Producers International www.turfgrassod.org	(800) 405-8873 (847) 705-9898
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute) www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTECH	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 661-4261
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of	(916) 372-9943

California)
www.wicnet.org

WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 548-0112
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
CABO	Council of American Building Officials (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
NES	National Evaluation Service (See ICC-ES)	
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense www.dodssp.daps.mil	(215) 697-6257
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(202) 366-4000
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 501-1888
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science http://phs.os.dhhs.gov	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540

SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
TFS	Texas Forest Service Forest Products Laboratory http://txforestsERVICE.tamu.edu	(936) 639-8180

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection; as may be applicable to this specific project.
- B. Temporary utilities required include but are not limited to:
 - 1. Temporary water: Potable water service exists at the facility.
 - 2. Temporary electric and power. Electric service exists at the facility.
 - 3. Cellular Telephone.
- C. Temporary construction and support facilities required include but are not limited to:
 - 1. Field storage sheds.
 - 2. Sanitary facilities, including temporary toilets and drinking water.
 - 3. Hoists and temporary lifts.
 - 4. Construction aids and miscellaneous services and facilities.
 - 5. Heating units.
- D. Security and protection facilities required include but are not limited to:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, lights.
 - 3. Environmental protection and construction debris disposal units.

1.3 RESPONSIBILITIES FOR CONTRACTOR

- A. General: Contractor is assigned responsibilities for all temporary services and facilities.
- B. The Contractor is responsible for:
 - 1. Installation, operation, maintenance and removal of each temporary service or facility usually considered as its own normal construction activity, unless noted otherwise within the Contract Documents.
 - 2. Plug-in electric power cords and extension cords, and supplementary plug-in task lighting and special lighting necessary exclusively for its own activities.
 - 3. The Contractor shall be responsible for all daily and final clean-up and continuous removal of all rubbish at the building Site.

4. The Contractor shall be responsible for all hoisting including Special hoisting requirements, including hoisting loads in excess of 2-ton, hoisting material or equipment into spaces below grade and hoisting requirements outside the building enclosure.
5. Collection and disposal of its own hazardous, dangerous, unsanitary or other harmful waste material.
6. Secure lockup of its own tools, materials and equipment.
7. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
8. Temporary wash facilities, including disposable supplies.
9. Containerized bottled-water type drinking water units.
10. Project temporary signs.
11. Barricades, warning signs and lights.
12. Environmental protection.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities are to be paid for by the Owner, except as noted below.
 1. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges
 2. Electric Power Service: 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.
 3. All telephone/DSL use charges for all contractor's usage shall be borne by the applicable contractor.

1.5 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 1. All State, County and Local authorities having jurisdiction over this Project.
 2. Building Code requirements.
 3. Health and safety regulations.
 4. Utility company regulations.
 5. Police, Fire Department and Rescue Squad rules.
 6. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
- C. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with Architect's specific requirements for rough carpentry.
 1. For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thickness indicated.
- C. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.

2.2 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Architect undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- C. Toilet Facilities: Contractor shall provide temporary toilets for the use of all construction personnel on site.
- D. First Aid Supplies: Comply with authorities having jurisdiction.
- E. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed as determined by the Architect, or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. Maintain temporary construction and support facilities until near Substantial Completion, unless noted otherwise in this specification. Remove prior to Substantial Completion.
- B. Modify temporary facilities as required by the progress of the work and for any other reason at the direction of the Architect at no additional cost.
- C. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.
- D. Storage Sheds: Not permitted. Coordinate use of Owner's facilities.
- E. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs as approved by CM and Architect.
 - 1. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
- F. Temporary Hoists: Provide facilities for hoisting materials as may be required for this Project. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities. All material hoisting is the responsibility of each Prime.
- G. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors; see drawings of specific sign requirements.
- H. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection: Maintain fire alarm system and fire protection system in working order. See Division 28 sections. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
- B. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades.

- C. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- D. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment, which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
- D. Materials and facilities that constitute temporary facilities are property of the Contractor.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Initial Submittal: Within 28 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 4. Completed List: Within 56 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Architect's Action: Architect will respond in writing to Contractor within 14 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. 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.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. 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 ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store 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.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.

3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 56 days after the issuance of the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 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. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. 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.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 016500 – AMERICAN GOODS AND PRODUCTS

PART 1-GENERAL

1.1 SUMMARY

- A. Pursuant to N.J.S.A. 18A:18A-20 only manufactured and farm products of the United States, wherever available, shall be used for this work.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 016500

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. General installation of products
 - 2. Coordination of Owner-installed products
 - 3. Starting and adjusting
 - 4. Protection of installed construction
 - 5. Correction of the Work
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
1. Before construction, verify the location and points of connection of utility services.
- B. Acceptance of Conditions: 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. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. 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. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 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.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. 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 materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. 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.
- C. 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.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. 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.
- H. 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.
- I. 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.

3.5 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- 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: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 2 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 6. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - 1. Bearing and retaining walls
 - 2. Structural concrete
 - 3. Structural steel
 - 4. Lintels
 - 5. Structural decking
 - 6. Miscellaneous structural metals
 - 7. Equipment supports
 - 8. Piping, ductwork, vessels and equipment
 - 9. Other structural elements as may be required
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related 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. Miscellaneous elements include the following:
 - 1. Piping, ductwork, conduit, vessels, and equipment.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete/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 Division 31 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.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
1. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied.
 2. Restore damaged pipe covering to its original condition.

END OF SECTION 017329

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SITE ACCESS AND TEMPORARY CONTROLS

- A. General: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Coordinate locations with Owner.
 - 3. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Store items in a secure area until installation.
 - 3. Protect items from damage during transport and storage.
 - 4. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
 - 5. Salvaged Items for Sale and Donation: Not Permitted on Project site.
- B. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and metal /glass/plastic beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Metals: Separate metals by type.
- B. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- C. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 2. Polystyrene Packaging: Separate and bag materials.
 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of 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 waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 6. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion for a part of the work, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Architect of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion data files, damage surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Deliver keys to Owner.
8. Complete startup testing of systems.
9. Submit as built systems data.
10. Terminate and remove temporary facilities from Project site, including construction tools, and similar elements.
11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion to the Architect. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of each Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems, including parts lists and special tools for mechanical and electrical Work, in approval form,
5. Delivery to the Architect of specified Project record documents.
6. Delivery to Owner of a Final Waiver of Liens (AIA Document G-706 or other form satisfactory to Owner), covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized.
7. In addition to the foregoing, all other submissions required by other articles and paragraphs of the Specifications including final construction schedule shall be submitted to the Architect before approval of final payment.

B. Inspection: Submit a written request for final inspection for acceptance to the Architect. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies 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.
 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.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- 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 the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. 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 portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - 1) Final site clean-up shall extend beyond the Contract Limit Lines as reasonably required to insure the complete removal of all construction debris from the entire site, including staging areas.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - c. Remove temporary protections.
 - d. Remove labels that are not permanent.
 - e. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - f. Leave Project clean and ready for intended use.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Maintenance manuals for the care and maintenance of products, materials, and finishes.

- B. Related Sections include the following:

1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. 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.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- 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."

2.2 ELECTRONIC COPIES OF MANUALS

- A. In addition to providing physical hard copies of manuals, submit one (1) electronic copy of each submission (preliminary and final) for Architect's review.

2.3 MANUALS, GENERAL

- A. Organization: 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: Enclose title page in transparent plastic sleeve. 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, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
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 (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.4 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.5 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Engineering data and tests.
 8. Complete nomenclature and number of replacement parts.

- C. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- D. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.6 PRODUCT MAINTENANCE MANUAL

- A. 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.
- B. 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.
- C. 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.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Schedule for routine maintenance.
 - 3. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. 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.

2.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
- D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Demonstration and training videotape, if available.
- E. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.
- H. **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 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. **Operation and Maintenance Documentation Directory:** Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. **Emergency Manual:** Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. **Product Maintenance Manual:** Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. **Maintenance Manuals:** Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This 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 Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Electronic Copies: In addition to quantities listed below, submit one (1) electronic submission set of all record drawings, record specifications, and record product data. Format to be pdf.
- B. Record Drawings: Comply with the following:
 - 1. Electronic Copies: In addition to quantities listed below, submit one (1) electronic submission set of all record drawings. Format to be pdf.
 - 2. Number of Copies: Submit one set of marked-up Record Prints.
 - 3. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set of plots from corrected Record CAD Drawings and set of marked-up Record Prints. Architect will initial and date each plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return plots and prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit one set(s) of marked-up Record Prints. Print each Drawing, whether or not changes and additional information were recorded.

- c. Final Submittal: Submit one set(s) of marked-up Record Prints, one set(s) of Record CAD Drawing files, and one set(s) of Record CAD Drawing plots. Plot and print each Drawing, whether or not changes and additional information were recorded.
 - 1) Electronic Media: DVD/CD.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- D. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Revisions to routing of piping and conduits.
 - e. Actual equipment locations.
 - f. Locations of concealed internal utilities.
 - g. Changes made by Change Order or Construction Change Directive.
 - h. Changes made following Architect's written orders.
 - i. Details not on the original Contract Drawings.
 - j. Field records for variable and concealed conditions.
 - k. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
 2. Format: DWG, Version, operating in Microsoft Windows operating system.
 3. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 4. Refer instances of uncertainty to Architect for resolution.
 5. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
 - a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
 - b. CAD Software Program: The Contract Drawings are available in AutoCad 2009.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.

4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for preinstruction conferences.
 - 2. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 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.
 - 1. At completion of training, submit one complete training manual(s) for Owner's use.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria
 - 2. Documentation:
 - 3. Emergencies.
 - 4. Operations
 - 5. Troubleshooting
 - 6. Maintenance
 - 7. Repairs

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 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 an instructor to describe Owner's operational philosophy.
 - 2. 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. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

SECTION 020700 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Divisions 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of selective demolition work is indicated on drawings. The Contractor shall review the Drawings and review the site to evaluate the condition of the structures prior to construction. The Contractor shall further review the site to establish and confirm the amount of construction performed by other trades.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Div. 1 Section "Construction Waste Management and Disposal" for recycling and disposal of waste.
- C. Types of Selective Demolition Work: Demolition requires the selective removal and subsequent offsite disposal of the following:
 - 1. Portions of building structure indicated on drawings and as required to accommodate new construction.
 - 2. Portions of building structure indicated on drawings and as required to accommodate existing altered construction.
 - 3. Removal of doors and frames indicated "remove".
 - 4. Removal of windows indicated "remove".
 - 5. Removal of existing roofing materials. Coordinate this work with the requirements of Division 7 Specification sections for roofing and reroofing work.
 - 6. Removal and protection of built-in casework indicated "salvage".
 - 7. Removal and protection of existing fixtures and equipment items indicated "salvage". Miscellaneous fixtures and equipment include, but are not limited to, the following:
 - a. Office equipment as directed by the Architect.
 - b. Free-standing cabinetry, storage units and wardrobes.
 - c. Any and all interior or exterior electrical equipment, lighting fixtures, emergency lighting and public address equipment required to be removed to complete the Work of this contract.
 - d. Any and all equipment or fixtures indicated to be removed, disposed of and/or salvaged and stored as directed by the Architect.
 - 8. Removal work specified elsewhere:
 - a. Cutting non-structural concrete floors and masonry walls for underground piping and ducts, and for above grade piping, ducts, and conduit is

included with the work of the respective mechanical and electrical Divisions 22 through 28 specification sections.

- b. Cutting holes in roof deck and complete installation of new rooftop equipment is specified in Division-23 sections.
9. Related work specified elsewhere:
 - a. Remodeling construction work and patching is included within the respective sections of specifications, including removal of materials for re-use and incorporated into remodeling or new construction, and including installation of new structural members.
 - b. Finish painting of **all** patched and repaired construction shall be the responsibility of the **General Construction** whether or not specifically indicated on the room finish schedule.
 - c. Relocation of pipes, conduits, ducts, other mechanical and electrical work are specified by respective trades.

1.3 SUBMITTALS:

- A. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Architect for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.
- B. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
- C. Coordinate with Owner's continuing occupation of portions of existing building. See "Special Note" below.

1.4 JOB CONDITIONS:

- A. Occupancy: Owner will be continuously occupying areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.
 1. SPECIAL NOTE: To the greatest extent possible, demolition work which could disturb the Owner's normal operations will be scheduled to occur during the Owner's off-peak operation period, as specified by the Owner.
- B. Condition of Structures: The Owner assumes no responsibility for actual condition of items or structures to be demolished.
 1. Conditions existing at time of commencement of contract will be maintained by the Owner insofar as practicable. However, variations within structure may occur by the Owner's removal and salvage operations prior to start of selective demolition work.

- C. Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
- D. The Owner retains the right to salvage for his own use any and all items noted to be "removed" during the course of construction.
 - 1. Storage or sale of removed items on site will not be permitted.
- E. Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage of Students and Owner personnel and general public to and from occupied portions of building.
 - 2. Erect temporary covered passageways as required by authorities having jurisdiction.
 - 3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain. The General Contractor bears the responsibility for determining and evaluating the structural stability and condition of all construction prior to demolition or alteration of any portion of the structure.
 - 4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 5. Protect floors with suitable coverings when necessary.
 - 6. Construct temporary insulated solid dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks if required.
 - 7. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to insure that no water leakage or damage occurs to structure or interior areas of existing building.
 - 8. Remove protections at completion of work.
- F. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.
- G. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
 - 1. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- H. Explosives: Use of explosives will not be permitted.
- I. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary

services during interruptions to existing utilities, as acceptable to governing authorities.

- J. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
 - 2. It shall be the responsibility of the General Contractor to maintain all portions of the site throughout the construction period.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. PHOTOGRAPH existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Owner's Representative prior to starting work.

3.2 PREPARATION:

- A. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
 - 1. Cease operations and notify the Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
- B. Cover and protect furniture, equipment and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed. Protect existing construction including but not limited to, other floor, wall and ceiling finishes noted to remain.
- C. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.
 - 1. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dust-proof partitions of minimum 4" studs, 5/8" drywall (joints taped) on occupied side, 1/2" fire-retardant plywood on demolition side, and fill partition cavity with sound-deadening insulation.
 - 2. Where new partitions are noted to be constructed immediately adjacent to occupied portions of the building, these partitions will be scheduled to be built while the building is unoccupied.
 - 3. Provide weatherproof closures for exterior openings resulting from demolition work.

- D. Locate, identify, stub off and disconnect utility services that are not indicated to remain.
 - 1. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shut-down of service is necessary during change-over.

3.3 DEMOLITION:

- A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 - 1. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 - 2. In areas where demolition work will be exposed after new construction is in place, cleanly cut door frames, masonry, and other finishes to provide neat joints. Repoint masonry work that will be exposed.
 - 3. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.
 - 4. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
 - 5. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
- B. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.4 SALVAGE MATERIALS:

- A. Salvage Items: Where indicated on Drawings as "Salvage-Deliver to Owner", carefully remove indicated items, clean, store and turn over to Owner and obtain receipt.
 - 1. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance remain the property of the Owner. Notify Owner's Representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Authority.

3.5 DISPOSAL OF DEMOLISHED MATERIALS:

- A. Recycle materials as indicated in specification section "Construction Waste Management and Disposal".
- B. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.
2. Burning of removed materials is not permitted on project site.

3.6 CLEAN-UP AND REPAIR:

- A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

3.7 GENERAL NOTES:

- A. Any damage to existing construction to remain shall be repaired or replaced as required to match existing adjacent construction, to match pre-demolition conditions.
- B. Refer to the site plan (SP) and architectural (A) drawings for information regarding the removal of existing site improvements, including, but not limited to, asphaltic concrete paving, concrete walks and curbing, utilities, vegetation, planter and monuments.
- C. Refer to the mechanical (M) drawings, the plumbing (P) drawings, and the electrical (E) drawings for information regarding the removal of existing building mechanical, plumbing, and electrical improvements including, but not limited to, existing hvac systems and components, domestic as well as mechanical piping, gas piping, and electrical conduit, raceways, wiring, panel boards, switchgear, etc.
- D. All contractors shall review the architectural floor plans and demolition plans and remove, extend, relocate or properly disconnect any and all service as required to accommodate the proposed conditions on these plans, whether or not these items have been specifically shown or noted on the mechanical (M), plumbing (P) or electrical (E) drawings.
- E. Rough patching of any and all openings, holes, or damaged construction within the existing building(s) shall be the responsibility of the applicable **contractor**. Repair and application of all finishes, including, but not limited to brick (where applied as a finish), wood paneling, wood trim, plaster, ceramic floor and wall tile, vct, carpet shall be the responsibility of the **general contractor**. Finishes shall match the adjacent existing construction even if not specifically indicated on the construction documents.
- F. Where the rough patch is to be exposed, (such as concrete or CMU) the rough patch shall be constructed by the responsible **contractor**. This patch shall be of finished quality, and shall completely match the adjacent existing construction. Repair and replacement of damaged or missing acoustical ceiling tile shall be the responsibility of the applicable **contractor**.

- G. Finish painting of **all** patches shall be the responsibility of the **general contractor** within the existing structure even if not specifically indicated on the construction documents.

END OF SECTION 020700

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

SUMMARY

- B. This Section includes unit masonry assemblies consisting of the following:
 - 1. Concrete masonry units (CMUs).
 - 2. Mortar and grout.
 - 3. Ties and anchors.
 - 4. Embedded flashing.
 - 5. Reinforcing steel.
 - 6. Masonry joint reinforcement.
 - 7. Miscellaneous masonry accessories.
- C. Related Sections include the following:
 - 1. Division 07 Section "Joint Sealants" for sealing control and expansion joints in unit masonry.
- D. Products installed, but not furnished, under this Section include the following:
 - 1. Steel lintels for unit masonry, furnished under Division 05 Section "Structural Steel."

1.2 PERFORMANCE REQUIREMENTS

- A. Provide structural unit masonry that develops indicated net-area compressive strengths (f'_m) at 28 days.
- B. Determine net-area compressive strength (f'_m) of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.
- C. Determine net-area compressive strength (f'_m) of masonry by testing masonry prisms according to ASTM C 1314.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For product testing agency.
- C. Material Certificates: Include statements of material properties indicating compliance with requirements including compliance with standards and type designations within standards. Provide for each type and size of the following:

1. Masonry units.
 - a. Include material test reports substantiating compliance with requirements.
 - b. For bricks, include size-variation data verifying that actual range of sizes falls within specified tolerances.
 - c. For exposed brick, include material test report for efflorescence according to ASTM C 67.
 2. Cementitious materials. Include brand, type, and name of manufacturer.
 3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
 4. Grout mixes. Include description of type and proportions of ingredients.
 5. Anchors, ties, and metal accessories.
 6. Reinforcing bars.
 7. Joint reinforcement.
 8. Anchors, ties, and metal accessories.
- D. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports, per ASTM C 780, for mortar mixes required to comply with property specification.
 2. Include test reports, per ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
- E. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.
- F. Samples for Initial Selection: For the following:
1. Decorative concrete masonry units, in the form of small-scale units.
 2. Colored mortar.
- G. Samples for Verification: For each type and color of the following:
1. Decorative concrete masonry units.
 2. Pre-faced concrete masonry units.
 3. Pigmented and colored-aggregate mortar. Make Samples using same sand and mortar ingredients to be used on Project. Label Samples to indicate types and amounts of pigments used.
 4. Accessories embedded in masonry.
- H. Shop Drawings:
1. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement." Show elevations of reinforced walls.
- 1.4 QUALITY ASSURANCE
- A. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1093 for testing indicated, as documented according to ASTM E 548.
- B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.

- C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.6 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
- B. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
 - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
- C. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602 .
 - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.
- D. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Products: Subject to compliance with requirements, provide one of the products specified.
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to exceed tolerances and to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects, including dimensions that vary from specified dimensions by more than stated tolerances, will be exposed in the completed Work or will impair the quality of completed masonry.

2.3 CONCRETE MASONRY UNITS (CMUs)

- A. Shapes: Provide shapes indicated and as follows:
1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
 2. Provide bullnose units for outside corners, unless otherwise indicated.
- B. Integral Water Repellent: Provide units made with integral water repellent for exposed units and where indicated .
1. Integral Water Repellent: Liquid polymeric, integral water-repellent admixture that does not reduce flexural bond strength. Units made with integral water repellent, when tested as a wall assembly made with mortar containing integral water-repellent manufacturer's mortar additive according to ASTM E 514, with test period extended to 24 hours, show no visible water or leaks on the back of test specimen.
 - a. Products:
 - 1) Addiment Incorporated; Block Plus W-10.
 - 2) Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Dry-Block.
 - 3) Master Builders, Inc.; Rheopel.
- C. Concrete Masonry Units: ASTM C 90 .
1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi (13.1 MPa) .
 2. Weight Classification: Medium weight.
 3. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.
 4. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.

2.4 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207 , Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement complying with ASTM C 150, Type I or Type III, and hydrated lime complying with ASTM C 207, Type S.
- D. Masonry Cement: ASTM C 91 .
1. Products:
 - a. Capital Materials Corporation; Flamingo Color Masonry Cement.
 - b. Essroc, Italcementi Group; Brixment or Velvet .
 - c. Holcim (US) Inc.; Mortamix Masonry Cement Rainbow Mortamix Custom Buff Masonry Cement White Mortamix Masonry Cement .
 - d. Lafarge North America Inc.; Magnolia Masonry Cement Lafarge Masonry Cement Florida Super Masonry Trinity Super White Masonry Type S Trinity White Masonry Type N .
 - e. Lehigh Cement Company; Lehigh Masonry Cement Lehigh White Masonry Cement .
 - f. National Cement Company, Inc.; Coosa Masonry Cement.
- E. Mortar Cement: ASTM C 1329 .
1. Products:
 - a. Lafarge North America Inc.; Lafarge Mortar Cement or Magnolia Superbond Mortar Cement .
- F. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortar.
1. Products:
 - a. Bayer Corporation, Industrial Chemicals Div.; Bayferrox Iron Oxide Pigments.
 - b. Davis Colors; True Tone Mortar Colors.
 - c. Solomon Grind-Chem Services, Inc.; SGS Mortar Colors.
- G. Colored Cement Product: Packaged blend made from portland cement and lime masonry cement or mortar cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.
1. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
 2. Pigments shall not exceed 10 percent of portland cement by weight.
 3. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.
 4. Products:
 - a. Colored Portland Cement-Lime Mix:
 - 1) Capital Materials Corporation; Riverton Portland Cement Lime Custom Color.
 - 2) Holcim (US) Inc.; Rainbow Mortamix Custom Color Cement/Lime.
 - 3) Lafarge North America Inc.; Eaglebond.
 - 4) Lehigh Cement Company; Lehigh Custom Color Portland/Lime Cement.
 - b. Colored Masonry Cement:
 - 1) Capital Materials Corporation; Flamingo Color Masonry Cement.
 - 2) Essroc, Italcementi Group; Brixment-in-Color.
 - 3) Holcim (US) Inc.; Rainbow Mortamix Custom Color Masonry Cement.

- 4) Lafarge North America Inc.; Florida Custom Color Masonry or Magnolia Masonry Cement .
- 5) Lehigh Cement Company; Lehigh Custom Color Masonry Cement.
- 6) National Cement Company, Inc.; Coosa Masonry Cement.
- c. Colored Mortar Cement:
 - 1) Lafarge North America Inc.; Magnolia Superbond Mortar Cement.
- H. Aggregate for Mortar: ASTM C 144.
 1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
 2. For joints less than 1/4 inch (6.5 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
 3. White-Mortar Aggregates: Natural white sand or crushed white stone.
 4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- I. Aggregate for Grout: ASTM C 404.
- J. Refractory Mortar Mix: Ground fireclay or non-water-soluble, calcium aluminate, medium-duty refractory mortar that passes ASTM C 199 test; or an equivalent product acceptable to authorities having jurisdiction.
- K. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
 1. Products:
 - a. Addiment Incorporated; Mortar Kick.
 - b. Euclid Chemical Company (The); Accelguard 80.
 - c. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Morset.
 - d. Sonneborn, Div. of ChemRex; Trimix-NCA.
- L. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with concrete masonry units, containing integral water repellent by same manufacturer.
 1. Products:
 - a. Addiment Incorporated; Mortar Tite.
 - b. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Dry-Block Mortar Admixture.
 - c. Master Builders, Inc.; Color Cure Mortar Admix or Rheomix Rheopel .
- M. Water: Potable.

2.5 CONCRETE AND MASONRY LINTELS

- A. General: Provide either concrete or masonry lintels, at Contractor's option, complying with requirements below.
- B. Concrete Lintels: Precast units made from concrete matching concrete masonry units in color, texture, and compressive strength and with reinforcing bars indicated or required to support loads indicated. Cure precast lintels by same method used for concrete masonry units.

- C. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam concrete masonry units with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

2.6 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
- B. Masonry Joint Reinforcement, General: ASTM A 951 .
 - 1. Interior Walls: Mill- Hot-dip galvanized, carbon steel.
 - 2. Exterior Walls: Hot-dip galvanized, carbon steel.
 - 3. Wire Size for Side Rods: W1.7 or 0.148-inch (3.8-mm) diameter.
 - 4. Wire Size for Cross Rods: W1.7 or 0.148-inch (3.8-mm) diameter.
 - 5. Wire Size for Veneer Ties: W1.7 or 0.148-inch (3.8-mm) diameter.
 - 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
 - 7. Provide in lengths of not less than 10 feet (3 m) , with prefabricated corner and tee units .
- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with single pair of side rods.
- D. Masonry Joint Reinforcement for Multiwythe Masonry:
 - 1. Ladder type with 1 side rod at each face shell of hollow masonry units more than 4 inches (100 mm) in width, plus 1 side rod at each wythe of masonry 4 inches (100 mm) or less in width.
 - 2. Tab type, either ladder or truss design, with 1 side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe but with at least 5/8-inch (16-mm) cover on outside face.
 - 3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate ties that extend into facing wythe. Ties have two hooks that engage eyes or slots in reinforcement and resist movement perpendicular to wall. Ties extend at least halfway through facing wythe but with at least 5/8-inch (16-mm) cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.

2.7 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in subsequent paragraphs that are made from materials that comply with eight subparagraphs below, unless otherwise indicated.
 - 1. Mill-Galvanized, Carbon-Steel Wire: ASTM A 82; with ASTM A 641/A 641M, Class 1 coating.
 - 2. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82; with ASTM A 153/A 153M, Class B-2 coating.
 - 3. Galvanized Steel Sheet: ASTM A 653/A 653M, Commercial Steel, G60 (Z180) zinc coating.
 - 4. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, hot-dip galvanized after fabrication to comply with ASTM A 153/A 153M.
 - 5. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Corrugated Metal Ties: Metal strips not less than 7/8 inch (22 mm) wide with corrugations having a wavelength of 0.3 to 0.5 inch (7.6 to 12.7 mm) and an amplitude of 0.06 to 0.10 inch (1.5 to 2.5 mm) made from steel sheet, galvanized after fabrication not less than 0.043 inch (1.1 mm) 0.053 inch (1.3

mm) 0.067 inch (1.7 mm) 0.097 inch (2.5 mm) thick. Ties made from galvanized steel sheet may be used in interior walls, unless otherwise indicated.

- C. Adjustable Anchors for Connecting to Structure: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 - 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- (6.4-mm-) diameter, hot-dip galvanized steel wire. Mill-galvanized wire may be used at interior walls, unless otherwise indicated.
 - 2. Tie Section for Steel Frame : Triangular-shaped wire tie, sized to extend within 1 inch (25 mm) of masonry face, made from 0.188-inch- (4.8-mm-) diameter, hot-dip galvanized steel wire. Mill-galvanized wire may be used at interior walls, unless otherwise indicated.
- D. Partition Top anchors: 0.097-inch- (2.5-mm-) thick metal plate with 3/8-inch- (10-mm-) diameter metal rod 6 inches (150 mm) long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication .
- E. Rigid Anchors: Fabricate from steel bars 1-1/2 inches (38 mm) wide by 1/4 inch (6.4 mm) thick by 24 inches (600 mm) long, with ends turned up 2 inches (50 mm) or with cross pins, unless otherwise indicated .
 - 1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M .

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene urethane or PVC .
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 or PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

2.9 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 - 1. Manufacturers:
 - a. Diedrich Technologies, Inc.
 - b. EaCo Chem, Inc.
 - c. ProSoCo, Inc.

2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Limit cementitious materials in mortar to portland cement , mortar cement, and lime.

3. Limit cementitious materials in mortar for exterior and reinforced masonry to portland cement , mortar cement, and lime.
 4. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270 , Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry .
- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products .
1. Pigments shall not exceed 10 percent of portland cement by weight.
 2. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.
 3. Mix to match Architect's sample.
- E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
1. Mix to match Architect's sample.
- F. Grout for Unit Masonry: Comply with ASTM C 476 .
1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
 2. Provide grout with a slump of 8 to 11 inches (200 to 280 mm) as measured according to ASTM C 143/C 143M.

2.11 SOURCE QUALITY CONTROL

- A. Owner will engage a qualified independent testing agency to perform source quality-control testing indicated below:
1. Payment for these services will be made by Owner .
 2. Retesting of materials failing to comply with specified requirements shall be done at Contractor's expense.
- B. Clay Masonry Unit Test: For each type of unit furnished, per ASTM C 67.
- C. Concrete Masonry Unit Test: For each type of unit furnished, per ASTM C 140.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
 2. Verify that foundations are within tolerances specified.
 3. Verify that reinforcing dowels are properly placed.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
1. Mix units from several pallets or cubes as they are placed.
- C. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- D. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.
- E. Comply with construction tolerances in ACI 530.1/ASCE 6/TMS 602 and with the following:
1. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
 2. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
 3. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
 4. For exposed bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm). Do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3 mm).
 5. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm). Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch (3 mm).
 6. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch (1.5 mm) except due to warpage of masonry units within tolerances specified for warpage of units.
 7. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch (1.5 mm) from one masonry unit to the next.

3.3 LAYING MASONRY WALLS

- A. Bond Pattern for Exposed Masonry: lay brick masonry in pattern indicated. Lay concrete masonry units in running bond.
- B. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill cores in hollow concrete masonry units with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick and concrete masonry units as follows:
 - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
 - 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
 - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
 - 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Set cast-stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.
 - 1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
 - 2. Allow cleaned surfaces to dry before setting.
 - 3. Wet joint surfaces thoroughly before applying mortar.
- D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.
 - 1. For glazed masonry units, use a nonmetallic jointer 3/4 inch (19 mm) or more in width.
- E. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint), unless otherwise indicated.

3.5 ANCHORING MASONRY TO STRUCTURAL MEMBERS

- A. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:
 - 1. Provide an open space not less than 1 inch (25 mm) in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 - 2. Anchor masonry to structural members with anchors embedded in masonry joints and attached to structure.

3. Space anchors as indicated, but not more than 24 inches (610 mm) o.c. vertically and 36 inches (915 mm) o.c. horizontally.

3.6 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to concrete and masonry backup with masonry-veneer anchors.

3.7 LINTELS

- A. Install steel lintels where indicated.
- B. Provide concrete or masonry lintels where shown and where openings of more than 12 inches (305 mm) for brick-size units and 24 inches (610 mm) for block-size units are shown without structural steel or other supporting lintels.
- C. Provide minimum bearing of 8 inches (200 mm) at each jamb, unless otherwise indicated.

3.8 CONTROL AND EXPANSION JOINTS

- A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form expansion joints in brick made from clay or shale as follows:
 1. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8 inch (10 mm) for installation of sealant and backer rod.

3.9 LINTELS

- A. Install steel lintels where indicated.
 1. See Division 1 section for Delineation of Prime Contracts.
- B. Provide minimum bearing of 8 inches (200 mm) at each jamb, unless otherwise indicated.

3.10 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
 6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 7. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.
 8. Clean stone trim to comply with stone supplier's written instructions.

3.11 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section..

1.2 SUMMARY

- A. This Section includes the following:

1. Steel framing and supports for doors.
2. Steel framing and supports for mechanical and electrical equipment.
3. Steel framing and supports for applications where framing and supports are not specified in other Sections.
4. Shelf angles.
5. Loose bearing and leveling plates.

- B. Related Sections include the following, as applicable:

1. Division 01 Section "Delineation of Prime Contract Work" for work of Prime Contractors.
2. Division 03 Section "Cast-in-Place Concrete" for installing anchor bolts, steel pipe sleeves, wedge-type inserts and other items indicated to be cast into concrete.
3. Division 04 Section "Unit Masonry" for installing loose lintels, anchor bolts, and other items indicated to be built into unit masonry.
4. Division 05 Section "Structural Steel Framing."
5. Division 05 Section "Pipe and Tube Railings".

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance of Ladders: Provide ladders capable of withstanding the effects of loads and stresses within limits and under conditions specified in ANSI A14.3.
- B. Thermal Movements: Provide exterior metal fabrications that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Nonslip aggregates and nonslip-aggregate surface finishes.
2. Metal nosings and treads.
3. Paint products.
4. Grout.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

1. Provide Shop Drawings for all metal fabrications including the following:
 - a. Steel framing and supports for operable partitions.
 - b. Steel framing and supports for overhead doors and grilles.
 - c. Steel framing and supports for countertops.
 - d. Steel tube reinforcement for low partitions.
 - e. Steel framing and supports for mechanical and electrical equipment.
 - f. Steel framing and supports for applications where framing and supports are not specified in other Sections.
 - g. Elevator machine beams hoist beams and divider beams.
 - h. Steel shapes for supporting elevator door sills.
 - i. Steel girders for supporting wood frame construction.
 - j. Steel pipe columns for supporting wood frame construction.
 - k. Prefabricated building columns.
 - l. Shelf angles.
 - m. Metal ladders.
 - n. Ladder safety cages.
 - o. Alternating tread devices.
 - p. Metal ships' ladders and pipe crossovers.
 - q. Metal floor plate and supports.
 - r. Elevator pit sump covers.
 - s. Structural-steel door frames.
 - t. Miscellaneous steel trim including steel angle corner guards steel edgings and loading-dock edge angles.
 - u. Metal bollards.
 - v. Loose steel lintels.
2. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
3. Provide templates for anchors and bolts specified for installation under other Sections.
4. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Samples for Verification: For each type and finish of extruded nosing and tread .

D. Welding certificates.

- E. Qualification Data: For professional engineer.

1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1, "Structural Welding Code--Steel."
 - 2. AWS D1.3, "Structural Welding Code--Sheet Steel."

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.

1.7 COORDINATION

- A. Coordinate installation of anchorages for metal fabrications. 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.
- B. Coordinate installation of steel weld plates and angles for casting into concrete that are specified in this Section but required for work of another Section. Deliver such items to Project site in time for installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.3 FERROUS METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 666, Type 304 .
- C. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.
- D. Rolled-Stainless-Steel Floor Plate: ASTM A 793.
- E. Steel Tubing: ASTM A 500, cold-formed steel tubing.
- F. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.
- G. Slotted Channel Framing: Cold-formed metal channels with continuous slot complying with MFMA-3.
 - 1. Size of Channels: 1-5/8 by 1-5/8 inches (41 by 41 mm) .
 - 2. Material: Steel complying with ASTM A 1008/A 1008M, 0.0966-inch (2.5-mm) minimum thickness; coated with rust-inhibitive, baked-on, acrylic enamel .
- H. Cast Iron: ASTM A 48/A 48M, Class 30, unless another class is indicated or required by structural loads.

2.4 NONFERROUS METALS

- A. Aluminum Plate and Sheet: ASTM B 209 (ASTM B 209M), Alloy 6061-T6.
- B. Extruded Structural Pipe: ASTM B 429/B 429M, Alloy 6063-T6.
- C. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6.
- D. Aluminum-Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.
- E. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.
- F. Bronze Plate, Sheet, Strip, and Bars: ASTM B 36/B 36M, Alloy UNS No. C28000 (muntz metal, 60 percent copper).
- G. Bronze Extrusions: ASTM B 455, Alloy UNS No. C38500 (extruded architectural bronze).
- H. Bronze Castings: ASTM B 584, Alloy UNS No. C83600 (leaded red brass) or No. C84400 (leaded semired brass).
- I. Nickel Silver Extrusions: ASTM B 151/B 151M, Alloy UNS No. C74500.
- J. Nickel Silver Castings: ASTM B 584, Alloy UNS No. C97600 (20 percent leaded nickel bronze).

2.5 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Provide stainless-steel fasteners for fastening aluminum. Select fasteners for type, grade, and class required.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
- C. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, nuts and, where indicated, flat washers; ASTM F 593 (ASTM F 738M) for bolts and ASTM F 594 (ASTM F 836M) for nuts, Alloy Group 1 (A1) .
- D. Dissimilar Metals: Type 304 stainless-steel fasteners
- E. Anchor Bolts: ASTM F 1554, Grade 36.
 - 1. Provide hot-dip or mechanically deposited, zinc-coated anchor bolts where item being fastened is indicated to be galvanized.
- F. Eyebolts: ASTM A 489.
- G. Machine Screws: ASME B18.6.3 (ASME B18.6.7M).
- H. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- I. Wood Screws: Flat head, ASME B18.6.1.
- J. Plain Washers: Round, ASME B18.22.1 (ASME B18.22M).
- K. Lock Washers: Helical, spring type, ASME B18.21.1 (ASME B18.21.2M).
- L. Cast-in-Place Anchors in Concrete: Anchors capable of sustaining, without failure, a load equal to four times the load imposed, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
 - 1. Threaded or wedge type; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, hot-dip galvanized per ASTM A 153/A 153M.
- M. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
 - 1. Material for Anchors in Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.

2.6 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Shop Primers: Provide primers that comply with Division 09 Sections
- C. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
 - 1. Use primer with a VOC content of 350 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Products:
 - a. Benjamin Moore & Co.; Epoxy Zinc-Rich Primer CM18/19.
 - b. PPG Architectural Finishes, Inc.; Aquapon Zinc-Rich Primer 97-670.
 - c. Sherwin-Williams Company (The); Corothane I GalvaPac Zinc Primer.
- D. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- F. Nonshrink, Metallic Grout: Factory-packaged, ferrous-aggregate grout complying with ASTM C 1107, specifically recommended by manufacturer for heavy-duty loading applications.
- G. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- H. Concrete Materials and Properties: Comply with requirements in Division 03 Section "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 3000 psi (20 MPa), unless otherwise indicated.

2.7 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.

- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
 - 1. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

2.8 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.
 - 1. Fabricate units from slotted channel framing where indicated.
 - 2. Furnish inserts if units are installed after concrete is placed.
- C. Fabricate supports for operable partitions from continuous steel beams of sizes indicated with attached bearing plates, anchors, and braces as indicated. Drill bottom flanges of beams to receive partition track hanger rods; locate holes where indicated on operable partition Shop Drawings.
- D. Galvanize miscellaneous framing and supports where indicated.
- E. Prime miscellaneous framing and supports with zinc-rich primer where indicated.

2.9 LOOSE STEEL LINTELS AND PLATES

- A. Fabricate loose steel lintels and plates from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span but not less than 8 inches (200 mm), unless otherwise indicated.
- C. Galvanize loose steel lintels located in exterior walls.
- D. Prime loose steel lintels located in exterior walls with zinc-rich primer.

2.10 SHELF ANGLES

- A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch (19-mm) bolts, spaced not more than 6 inches (150 mm) from ends and 24 inches (600 mm) o.c., unless otherwise indicated.
 - 1. Provide mitered and welded units at corners.
 - 2. Provide open joints in shelf angles at expansion and control joints. Make open joint approximately 2 inches (50 mm) larger than expansion or control joint.
- B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.
- C. Galvanize shelf angles located in exterior walls.
- D. Prime shelf angles located in exterior walls with zinc-rich primer.
- E. Furnish wedge-type concrete inserts, complete with fasteners, to attach shelf angles to cast-in-place concrete.

2.11 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.
- B. Prime plates with zinc-rich primer.

2.12 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with not less than two integrally welded steel strap anchors for embedding in concrete.

2.13 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
 - 1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.
- C. Galvanize exterior miscellaneous steel trim .
- D. Prime interior miscellaneous steel trim, with zinc-rich primer.

2.14 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish metal fabrications after assembly.

2.15 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. 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: Match Architect's sample

2.16 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:
 - 1. ASTM A 123/A 123M, for galvanizing steel and iron products.
 - 2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.
- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
 - 1. Exteriors (SSPC Zone 1B): SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - 2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."

- C. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.
- B. Anchor supports for operable partitions securely to and rigidly brace from building structure.

- C. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.
 - 1. Where grout space under bearing plates is indicated for girders supported on concrete or masonry, install as specified in "Installing Bearing and Leveling Plates" Article.
- D. Install pipe columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified in "Installing Bearing and Leveling Plates" Article.
 - 1. Grout baseplates of columns supporting steel girders after girders are installed and leveled.

3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.
 - 1. Use nonshrink grout, either metallic or nonmetallic, in concealed locations where not exposed to moisture; use nonshrink, nonmetallic grout in exposed locations, unless otherwise indicated.
 - 2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 09 painting Sections.
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Wood blocking and nailers.
 - 2. Wood furring and grounds
 - 3. Plywood.

1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 - 3. For fire-retardant treatments specified to be High-Temperature (HT) type include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.

4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Powder-actuated fasteners.
5. Expansion anchors.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Deliver interior wood materials that are to be exposed to view only after building is enclosed and weatherproof, wet work other than painting is dry, and HVAC system is operating and maintaining temperature and humidity at occupancy levels.

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, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded 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. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency .
 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 4. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPAC2 , except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPAC31 with inorganic boron (SBX) .

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 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.
 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece .
- D. Application: Treat items indicated on Drawings, and the following:
 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 4. Wood framing members that are less than 18 inches (460 mm) above the ground in crawl spaces or unexcavated areas.
 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood) .
 1. Use treatment that does not promote corrosion of metal fasteners.
 2. Use Exterior type for exterior locations and where indicated.
 3. Use Interior Type A, High Temperature (HT) for enclosed roof framing, framing in attic spaces, and where indicated.
- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece .
- C. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- D. Application: Treat items indicated on Drawings.

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.
 4. Furring.
 5. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 15 percent maximum moisture content and any of the following species:
1. Hem-fir (north); NLGA.
 2. Mixed southern pine; SPIB.
 3. Spruce-pine-fir; NLGA.
 4. Hem-fir; WCLIB, or WWPA.
 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 6. Western woods; WCLIB or WWPA.
 7. Northern species; NLGA.
 8. Eastern softwoods; NeLMA.
- C. For exposed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium grade; NeLMA, NLGA, WCLIB, or WWPA.
 2. Mixed southern pine, No. 1 grade; SPIB.
 3. Hem-fir or hem-fir (north), Select Merchantable or No. 1 Common grade; NLGA, WCLIB, or WWPA.
 4. Spruce-pine-fir (south) or spruce-pine-fir, Select Merchantable or No. 1 Common Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
1. Mixed southern pine, No. 2 grade; SPIB.
 2. Hem-fir or hem-fir (north), Construction or 2 Common grade; NLGA, WCLIB, or WWPA.
 3. Spruce-pine-fir (south) or spruce-pine-fir, Construction or 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 4. Eastern softwoods, No. 2 Common grade; NELMA.
 5. Northern species, No. 2 Common grade; NLGA.
 6. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.
- E. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- F. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- G. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M .
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- G. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2.6 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
 - 1. Use adhesives that have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), in accordance with NJAC requirements.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- F. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- J. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 062000 - FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Definition: Finish carpentry includes carpentry work which is exposed to view, is non-structural, and which is not specified as part of other sections.
- B. Types of finish carpentry work in this section include:
 - 1. Interior standing and running trim and rails.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Wood doors are specified in Division-8 sections.

1.3 QUALITY ASSURANCE:

- A. Factory-mark each piece of lumber and plywood with type, grade, mill and grading agency identification; except omit marking from surfaces to receive transparent finish, and submit mill certificate that material has been inspected and graded in accordance with requirements if it cannot be marked on a concealed surface.

1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's specifications and installation instructions for each item of factory-fabricated item.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect finish carpentry materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver finish carpentry materials, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, finish carpentry materials must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

1.6 JOB CONDITIONS:

- A. Conditioning: Installer shall advise Contractor of temperature and humidity requirements for finish carpentry installation areas. Do not install finish carpentry until required temperature and relative humidity conditions have been stabilized and will be maintained in installation areas.
 - 1. Maintain temperature and humidity in installation area as required to maintain moisture content of installed finish carpentry within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. The fabricator of woodwork shall determine optimum moisture content and required temperature and humidity conditions.

PART 2 - PRODUCTS

2.1 WOOD PRODUCT QUALITY STANDARDS

- A. Softwood Lumber Standards: Comply with PS 20 and with applicable grading rules of the respective grading and inspecting agency for the species and product indicated.
- B. Woodworking Standard: Where indicated for a specific product comply with specified provision of the following:
 - 1. Architectural Woodwork Institute (AWI) "Quality Standards".
 - 2. Glued-up Lumber Standard: Comply with PS 56.

2.2 MATERIALS:

- A. General: Provide materials that comply with requirements of the AWI Woodworking Standard for each type of woodwork and quality grade. Nominal sizes are indicated, except as shown by detailed dimensions. Provide dressed or worked and dressed lumber, as applicable, manufactured to the actual sizes as required by PS 20 or to actual sizes and pattern as shown, unless otherwise indicated.
- B. Moisture Content of Softwood Lumber: Provide kiln-dried (KD) lumber having a moisture content from time of manufacture until time of installation not greater than values required by the applicable grading rules of the respective grading and inspecting agency for the species and product indicated.
- C. Moisture Content of Hardwood Lumber: Provide kiln-dried (KD) lumber having a moisture content from time of manufacture until time of installation within the ranges required in the referenced woodworking standard.

2.3 STANDING AND RUNNING TRIM AND RAILS FOR TRANSPARENT AND OPAQUE FINISH

- A. Quality Standard: Comply with AWI Section 300.
 - 1. Backout or groove backs of flat trim members and kerf backs of other wide flat members, except for members with ends exposed in finished work.

2. Assemble casings in plant except where limitations of access to place of installation require field assembly.
3. Profile: Provide profiles as indicated on the drawings.

B. OPAQUE FINISH

1. Grade: Custom, Grade I Lumber.
2. Lumber Species: S.Y. Pine, where indicated.
3. Finish: Pine, opaque; in accordance with Division 9 sections.

C. TRANSPARENT FINISH

1. Species and Grade: Match Existing.
2. Maximum Moisture Content: 13 percent.
3. Finger Jointing: Not allowed.
4. Gluing for Width: Allowed.
5. Veneered Material: Allowed Use for lumber trim wider than 6 inches (150 mm).
6. Face Surface: Surfaced (smooth).
7. Matching: Selected for compatible grain and color.

2.4 MISCELLANEOUS MATERIALS:

- A. Fasteners and Anchorages: Provide nails, screws and other anchoring devised of the type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible, and complying with applicable Federal Specifications.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Condition wood materials to average prevailing humidity conditions in installation areas prior to installing.
- B. Pre-Installation Meeting: Meet at project site prior to delivery of finish carpentry materials and review coordination and environmental controls required for proper installation and ambient conditioning in areas to receive work. Include in meeting the Contractor, Architect and other Owner Representatives (if any), Installers of finish carpentry, wet work including plastering, other finishes, painting, mechanical work and electrical work, and firms and persons responsible for continued operation (whether temporary or permanent) of HVAC system as required to maintain temperature and humidity conditions. Proceed with finish carpentry on interior only when everyone concerned agrees that required ambient conditions can be properly maintained.

3.2 INSTALLATION:

- A. Discard units of material which are unsound, warped, bowed twisted, improperly treated, not adequately seasoned or too small to fabricate work with minimum of joints or optimum jointing arrangements, or which are of defective manufacture with respect to surfaces, sizes or patterns.

- B. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level countertops; and with 1/16" maximum offset in flush adjoining 1/8" maximum offsets in revealed adjoining surfaces.
- C. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- D. Standing and Running Trim and Rails: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns and miter at corners.
- E. Anchor finish carpentry work to anchorage devices or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where prefinished matching fasteners heads are required, use fine finishing nail for exposed nailings, countersunk and filled flush with finished surface, and matching final finish where transparent is indicated.

3.3 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION

- A. Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
- C. Refer to Division-9 sections for final finishing of installed finish carpentry work.
- D. Protection: Installer of finish carpentry work shall advise Contractor of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

END OF SECTION 062000

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes through-penetration firestop systems for penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items.

1.3 PERFORMANCE REQUIREMENTS

- A. General: For penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.
 - 1. Fire-resistance-rated walls including fire walls fire partitions fire barriers and smoke barriers .
- B. Rated Systems: Provide through-penetration firestop systems with the following ratings determined per ASTM E 814 or UL 1479 :
 - 1. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.
 - 2. T-Rated Systems: For the following conditions, provide through-penetration firestop systems with T-ratings indicated, as well as F-ratings, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:
 - a. Penetrations located outside wall cavities.
 - b. Penetrations located outside fire-resistance-rated shaft enclosures.
- C. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.
 - 1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.

2. For floor penetrations with annular spaces exceeding 4 inches (100 mm) in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved, either by installing floor plates or by other means.
 3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.
- D. For through-penetration firestop systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each through-penetration firestop system, show each type of construction condition penetrated, relationships to adjoining construction, and type of penetrating item. Include firestop design designation of qualified testing and inspecting agency that evidences compliance with requirements for each condition indicated.
1. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to each through-penetration firestop system configuration for construction and penetrating items.
 2. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular through-penetration firestop condition, submit illustration, with modifications marked, approved by through-penetration firestop system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.
- C. Through-Penetration Firestop System Schedule: Indicate locations of each through-penetration firestop system, along with the following information:
1. Types of penetrating items.
 2. Types of constructions penetrated, including fire-resistance ratings and, where applicable, thicknesses of construction penetrated.
 3. Through-penetration firestop systems for each location identified by firestop design designation of qualified testing and inspecting agency.
- D. Qualification Data: For Installer.
- E. Product Certificates: For through-penetration firestop system products, signed by product manufacturer.
- F. Product Test Reports: From a qualified testing agency indicating through-penetration firestop system complies with requirements, based on comprehensive testing of current products.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FMG according to FMG 4991, "Approval of Firestop Contractors."

- B. Installation Responsibility: Assign installation of through-penetration firestop systems in Project to a single qualified installer.
- C. Source Limitations: Obtain through-penetration firestop systems, for each kind of penetration and construction condition indicated, through one source from a single manufacturer.
- D. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in Part 1 "Performance Requirements" Article:
 - 1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
 - 2. Through-penetration firestop systems are identical to those tested per testing standard referenced in "Part 1 Performance Requirements" Article. Provide rated systems complying with the following requirements:
 - a. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
 - b. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations listed by the following:
 - 1) UL in its "Fire Resistance Directory."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life if applicable, qualified testing and inspecting agency's classification marking applicable to Project, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.

- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.
- C. Notify Owner's inspecting agency at least seven days in advance of through-penetration firestop system installations; confirm dates and times on days preceding each series of installations.
- D. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined by Owner's inspecting agency and building inspector, if required by authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the through-penetration firestop systems indicated for each application that are produced by one of the following manufacturers:
 - 1. Grace, W. R. & Co. - Conn.
 - 2. Hilti, Inc.
 - 3. Johns Manville.
 - 4. Nelson Firestop Products.
 - 5. 3M; Fire Protection Products Division.
 - 6. Tremco; Sealant/Weatherproofing Division.
 - 7. USG Corporation.

2.2 FIRESTOPPING, GENERAL

- A. Compatibility: Provide through-penetration firestop systems that are compatible with one another; with the substrates forming openings; and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.
- B. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with Part 1 "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by qualified testing and inspecting agency for firestop systems indicated. Accessories include, but are not limited to, the following items:
 - 1. Permanent forming/damming/backing materials, including the following:
 - a. Slag-/rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.

2. Temporary forming materials.
3. Substrate primers.
4. Collars.
5. Steel sleeves.

2.3 FILL MATERIALS

- A. General: Provide through-penetration firestop systems containing the types of fill materials indicated in the Through-Penetration Firestop System Schedule at the end of Part 3 by referencing the types of materials described in this Article. Fill materials are those referred to in directories of referenced testing and inspecting agencies as "fill," "void," or "cavity" materials.
- B. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- C. Latex Sealants: Single-component latex formulations that after cure do not re-emulsify during exposure to moisture.
- D. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- E. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized steel sheet.
- F. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.
- G. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- H. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- I. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives.
- J. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- K. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:
 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces, and nonsag formulation for openings in vertical and other surfaces requiring a nonslumping, gunnable sealant, unless indicated firestop system limits use to nonsag grade for both opening conditions.

2.4 MIXING

- A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of work.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with firestop system manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by through-penetration firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

3.3 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

- A. General: Install through-penetration firestop systems to comply with Part 1 "Performance Requirements" Article and with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.

- B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- C. Install fill materials for firestop systems by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

- A. Identify through-penetration firestop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of edge of the firestop systems so that labels will be visible to anyone seeking to remove penetrating items or firestop systems. Use mechanical fasteners for metal labels. For plastic labels, use self-adhering type with adhesives capable of permanently bonding labels to surfaces on which labels are placed and, in combination with label material, will result in partial destruction of label if removal is attempted. Include the following information on labels:
 - 1. The words "Warning - Through-Penetration Firestop System - Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Through-penetration firestop system designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Through-penetration firestop system manufacturer's name.
 - 6. Installer's name.

3.5 FIELD QUALITY CONTROL

- A. Inspecting Agency: Owner will engage a qualified, independent inspecting agency to inspect through-penetration firestops. Independent inspecting agency shall comply with ASTM E 2174 requirements including those related to qualifications, conducting inspections, and preparing test reports.
- B. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.
- C. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued and firestop installations comply with requirements.

3.6 CLEANING AND PROTECTING

- A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce systems complying with specified requirements.

3.7 THROUGH-PENETRATION FIRESTOP SYSTEM SCHEDULE

- A. Where UL-classified systems are indicated, they refer to alpha-alpha-numeric designations listed in UL's "Fire Resistance Directory" under product Category XHEZ.
- B. Firestop Systems with No Penetrating Items:
 - 1. UL-Classified Systems: C-AJ- C-BJ- F-A- W-J- W-L- 0001-0999.
 - 2. Type of Fill Materials: One or more of the following:
 - a. Latex sealant.
 - b. Silicone sealant.
 - c. Intumescent putty.
 - d. Mortar.
- C. Firestop Systems for Metallic Pipes, Conduit, or Tubing:
 - 1. UL-Classified Systems: C-AJ- C-BJ- C-BK- F-A- F-B- F-C- W-J- W-K- W-L- 1001-1999 .
 - 2. Type of Fill Materials: One or more of the following:
 - a. Latex sealant.
 - b. Silicone sealant.
 - c. Intumescent putty.
 - d. Mortar.
- D. Firestop Systems for Insulated Pipes :
 - 1. UL-Classified Systems: C-AJ- C-BJ- F-A- F-C- W-J- W-L- 5001-5999 .
 - 2. Type of Fill Materials: One or more of the following:
 - a. Latex sealant.
 - b. Intumescent putty.
 - c. Silicone foam.
 - d. Intumescent wrap strips.
- E. Firestop Systems for Miscellaneous Electrical Penetrants:
 - 1. UL-Classified Systems: C-AJ- F-A- W-L- 6001-6999 .

2. Type of Fill Materials: One or more of the following:

- a. Latex sealant.
- b. Intumescent putty.
- c. Mortar.

F. Firestop Systems for Miscellaneous Mechanical Penetrants

1. UL-Classified Systems: C-AJ- F-C- W-J- W-L- 7001-7999 .
2. Type of Fill Materials: One or both of the following:
 - a. Latex sealant.
 - b. Mortar.

G. Firestop Systems for Groupings of Penetrants :

1. UL-Classified Systems: C-AJ- C-BJ- F-A- F-C- W-J- W-L- 8001-8999 .
2. Type of Fill Materials: One or more of the following:
 - a. Latex sealant.
 - b. Mortar.
 - c. Intumescent wrap strips.
 - d. Firestop device.
 - e. Intumescent composite sheet.

END OF SECTION 078413

SECTION 078446 - FIRE-RESISTIVE JOINT SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section..

1.2 SUMMARY

- A. This Section includes fire-resistive joint systems for the following:
 - 1. Wall-to-wall joints.
 - 2. Head of wall joints
 - 3. Perimeter fire-resistive joint systems consisting of floor-to-wall joints between perimeter edge of fire-resistance-rated floor assemblies and exterior curtain walls.
- B. Related Sections include the following:
 - 1. Division 07 Section "Thermal Insulation" for floor-to-wall joints indicated as perimeter fire-containment systems between perimeter edge of fire-resistance-rated floor assemblies and back of non-fire-resistance-rated exterior curtain walls.
 - 2. Division 07 Section "Penetration Firestopping" for systems installed in openings in walls and floors with and without penetrating items.
 - 3. Division 07 Section "Joint Sealants" for non-fire-resistive joint sealants.
 - 4. Division 07 Section "Expansion Control" for fire-resistive joint systems consisting of metal frames and covers flexible seals .

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide fire-resistive joint systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of assembly in which fire-resistive joint systems are installed.
- B. Joint Systems in and between Fire-Resistance-Rated Constructions: Provide systems with assembly ratings equaling or exceeding the fire-resistance ratings of construction that they join, and with movement capabilities indicated as determined by UL 2079.
 - 1. Load-bearing capabilities as determined by evaluation during the time of test.
- C. For fire-resistive systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each fire-resistive joint system, show each kind of construction condition in which joints are installed; also show relationships to adjoining construction. Include fire-resistive joint system design designation of testing and inspecting agency acceptable to authorities having jurisdiction that demonstrates compliance with requirements for each condition indicated.
 - 1. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to each fire-resistive joint system configuration for construction and penetrating items.
- C. Product Certificates: For each type of fire-resistive joint system, signed by product manufacturer.
- D. Qualification Data: For Installer.
- E. Field quality-control test reports.
- F. Evaluation Reports: Evidence of fire-resistive joint systems' compliance with ICBO ES AC30, from the ICBO Evaluation Service.
- G. Research/Evaluation Reports: For each type of fire-resistive joint system.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FMG according to FMG 4991, "Approval of Firestop Contractors."
- B. Installation Responsibility: Assign installation of through-penetration firestop systems and fire-resistive joint systems in Project to a single qualified installer.
- C. Source Limitations: Obtain fire-resistive joint systems, for each kind of joint and construction condition indicated, through one source from a single manufacturer.
- D. Fire-Test-Response Characteristics: Provide fire-resistive joint systems that comply with the following requirements and those specified in Part 1 "Performance Requirements" Article:
 - 1. Fire-resistance tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL or another agency performing testing and follow-up inspection services for fire-resistive joint systems acceptable to authorities having jurisdiction.
 - 2. Fire-resistive joint systems are identical to those tested per methods indicated in Part 1 "Performance Requirements" Article and comply with the following:
 - a. Fire-resistive joint system products bear classification marking of qualified testing and inspecting agency.
 - b. Fire-resistive joint systems correspond to those indicated by referencing system designations of the qualified testing and inspecting agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver fire-resistive joint system products to Project site in original, unopened containers or packages with qualified testing and inspecting agency's classification marking applicable to Project and with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials for fire-resistive joint systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install fire-resistive joint systems when ambient or substrate temperatures are outside limits permitted by fire-resistive joint system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate fire-resistive joint systems per manufacturer's written instructions by natural means or, if this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of joints to ensure that fire-resistive joint systems are installed according to specified requirements.
- B. Coordinate sizing of joints to accommodate fire-resistive joint systems.
- C. Notify Owner's inspecting agency at least seven days in advance of fire-resistive joint system installations; confirm dates and times on days preceding each series of installations.
- D. Do not cover up fire-resistive joint system installations that will become concealed behind other construction until Owner's inspecting agency and building inspector of authorities having jurisdiction have examined each installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the fire-resistive joint systems indicated for each application in the Fire-Resistive Joint System Schedule at the end of Part 3.

2.2 FIRE-RESISTIVE JOINT SYSTEMS

- A. Compatibility: Provide fire-resistive joint systems that are compatible with joint substrates, under conditions of service and application, as demonstrated by fire-resistive joint system manufacturer based on testing and field experience.

- B. Accessories: Provide components of fire-resistive joint systems, including primers and forming materials, that are needed to install fill materials and to comply with Part 1 "Performance Requirements" Article. Use only components specified by fire-resistive joint system manufacturer and approved by the qualified testing and inspecting agency for systems indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of work.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean joints immediately before installing fire-resistive joint systems to comply with fire-resistive joint system manufacturer's written instructions and the following requirements:
 - 1. Remove from surfaces of joint substrates foreign materials that could interfere with adhesion of fill materials.
 - 2. Clean joint substrates to produce clean, sound surfaces capable of developing optimum bond with fill materials. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by fire-resistive joint system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent fill materials of fire-resistive joint system from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from fire-resistive joint system materials. Remove tape as soon as possible without disturbing fire-resistive joint system's seal with substrates or damaging adjoining surfaces.

3.3 INSTALLATION

- A. General: Install fire-resistive joint systems to comply with Part 1 "Performance Requirements" Article and fire-resistive joint system manufacturer's written installation instructions for products and applications indicated.
- B. Install forming/packing/backing materials and other accessories of types required to support fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

- C. Install fill materials for fire-resistive joint systems by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings and forming/packing/backing materials as required to achieve fire-resistance ratings indicated.
 - 2. Apply fill materials so they contact and adhere to substrates formed by joints.
 - 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 FIELD QUALITY CONTROL

- A. Inspecting Agency: Owner will engage a qualified independent inspecting agency to inspect fire-resistive joint systems and prepare inspection reports.
- B. Testing Services: Inspecting of completed installations of fire-resistive joint systems shall take place in successive stages as installation of fire-resistive joint systems proceeds. Do not proceed with installation of joint systems for the next area until inspecting agency determines completed work shows compliance with requirements.
 - 1. Inspecting agency shall state in each report whether inspected fire-resistive joint systems comply with or deviate from requirements.
- C. Remove and replace fire-resistive joint systems where inspections indicate that they do not comply with specified requirements.
- D. Additional inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- E. Proceed with enclosing fire-resistive joint systems with other construction only after inspection reports are issued and fire-resistive joint systems comply with requirements.

3.5 CLEANING AND PROTECTING

- A. Clean off excess fill materials adjacent to joints as Work progresses by methods and with cleaning materials that are approved in writing by fire-resistive joint system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure fire-resistive joint systems are without damage or deterioration at time of Substantial Completion. If damage or deterioration occurs despite such protection, cut out and remove damaged or deteriorated fire-resistive joint systems immediately and install new materials to produce fire-resistive joint systems complying with specified requirements.

3.6 FIRE-RESISTIVE JOINT SYSTEM SCHEDULE

- A. Designation System for Joints in or between Fire-Resistance-Rated Constructions: Alphanumeric systems listed in UL's "Fire Resistance Directory" under Product Category XHBN.

B. Floor-to-Floor Fire-Resistive Joint Systems:

1. UL-Classified Systems: FF-D-0008
2. Assembly Rating: 2 hours.
3. Joint Width: 2 inches.
4. Mechanical Joint Assembly: Construction Specialties FB97-1F

C. Floor-to-Wall Fire-Resistive Joint Systems:

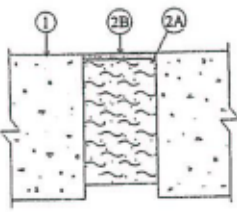
1. UL-Classified Systems: FW-D- 0002.
2. Assembly Rating: 3 hours.
3. Nominal Joint Width: 2".
4. Movement Capabilities: Class II - 25 percent compression or extension.
5. L-Rating at Ambient: Less than 1 cfm/lin. ft..
6. L-Rating at 400 deg F (204 deg C): Less than 1 cfm/lin. ft.

D. Head-of-Wall Fire-Resistive Joint Systems:

1. UL-Classified Systems: HW-D-0001
2. Assembly Rating: 1 hours.
3. Nominal Joint Width: Up to 2 inches.
4. Movement Capabilities: Class II & III - 100 percent compression, 60 percent extension.

SEE NEXT PAGE FOR CHARTS

SYSTEM NO. FF-S-0004
 ASSEMBLY RATINGS - 1- 1/2, 2 AND 3 HR (SEE ITEM 2)
 JOINT WIDTH - 1 AND 2 IN. MAX (SEE ITEM 2)



1. FLOOR ASSEMBLY - MIN 4-1/2 IN. THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) STRUCTURAL CONCRETE.

2. JOINT SYSTEM - MAX WIDTH OF JOINT IS 1 IN. OR 2 IN. DEPENDENT ON DENSITY OF THE PACKING MATERIAL (ITEM 2A) AND THE THICKNESS OF THE FILL MATERIAL (ITEM 2B), AS SHOWN IN THE TABLE BELOW. THE ASSEMBLY RATING IS DEPENDENT ON THE CRITERIA OUTLINED IN THE TABLE BELOW. THE JOINT SYSTEM SHALL CONSIST OF THE FOLLOWING:

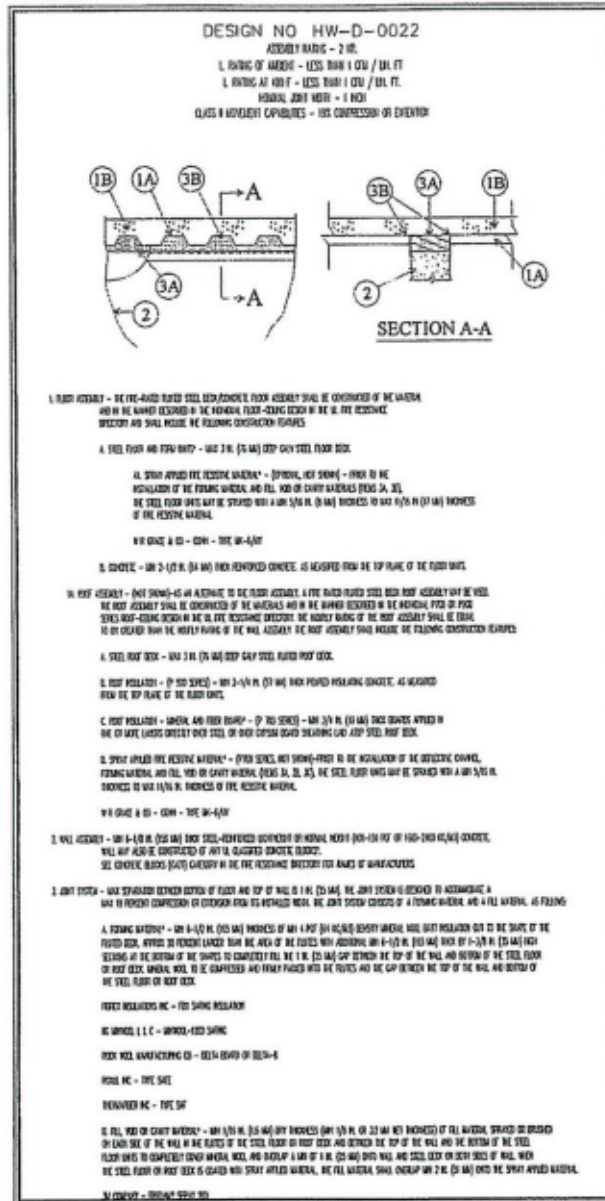
A. PACKING MATERIAL - MIN 3 IN. THICKNESS OF MIN 4.0 PCF OR MIN 6.0 PCF MINERAL WOOL BATT INSULATION FIRMLY PACKED INTO OPENING AS A PERMANENT FORM. THE APPROPRIATE MIN DENSITY OF THE MINERAL WOOL IS OUTLINED IN THE TABLE BELOW. PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR TO ACCOMMODATE THE REQUIRED THICKNESS OF FILL MATERIAL.

B. FILL, VOID OR CAVITY MATERIAL* - MIN 1/4 IN. OR MIN 1/2 IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN THE JOINT, FLUSH WITH TOP SURFACE OF FLOOR, AS OUTLINED IN THE TABLE BELOW:

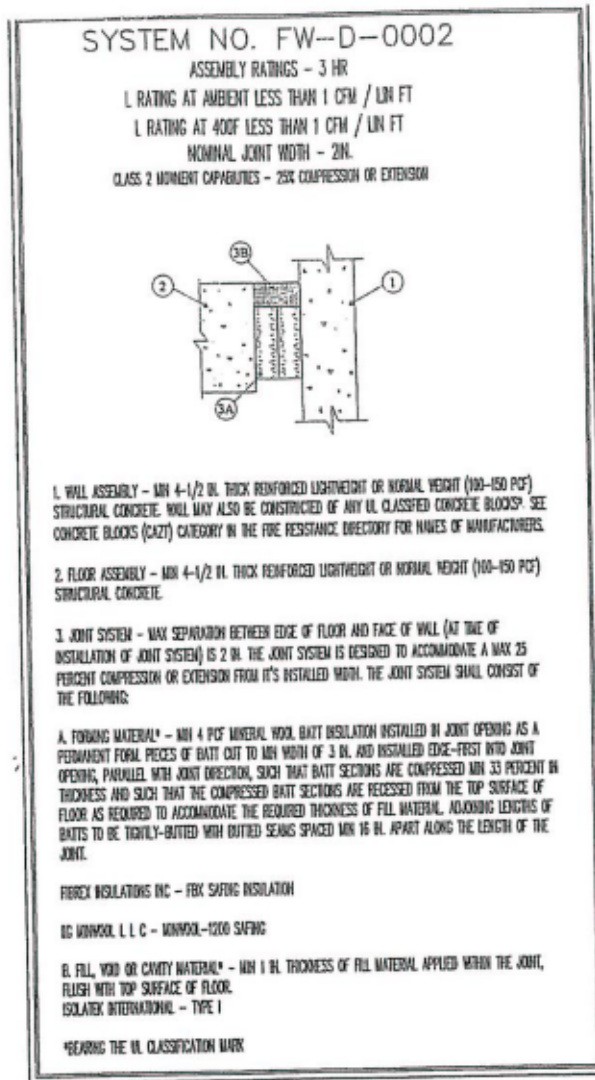
Max Joint Opening Width In.	Packing Mat Min Density pcf	Min Fill Mat Thkns In.	Assembly Rating Hr
1	4	1/4	2
2	4	1/2	1-1/2
2	6	1/2	3

3M COMPANY - CP 25WB+ or FB-3000 WT

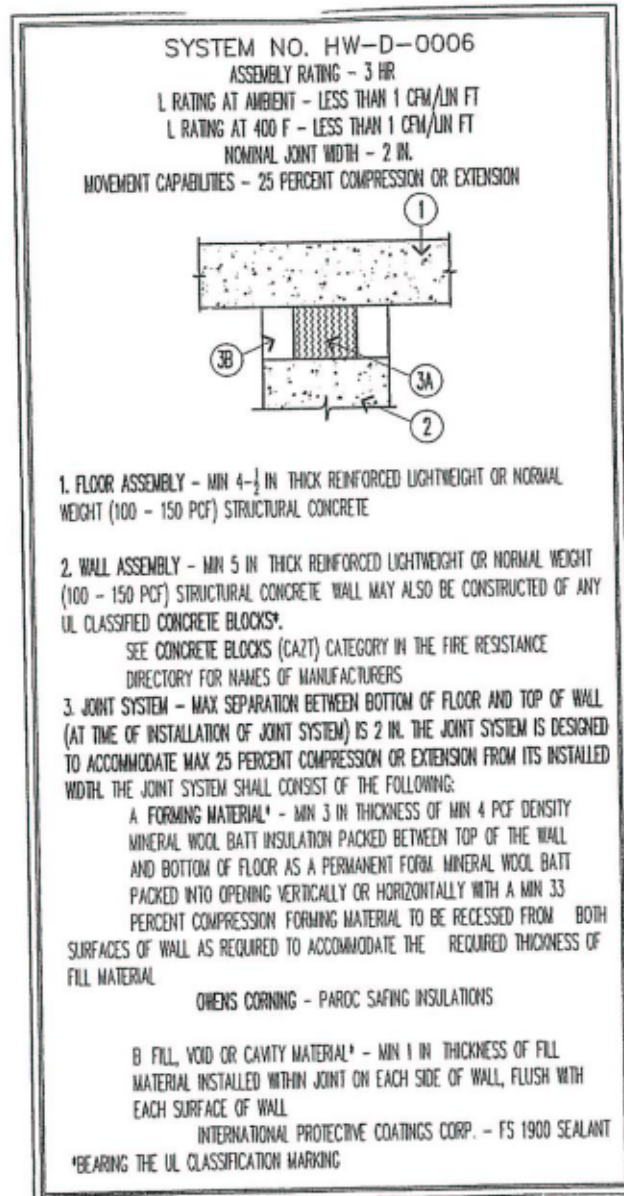
FLOOR JOINT FIRE RESISTIVE JOINT ASSEMBLY



HEAD OF WALL FIRE RESISTIVE JOINT ASSEMBLY



FLOOR TO WALL FIRE RESISTIVE JOINT ASSEMBLY



FLOOR TO WALL FIRE RESISTIVE JOINT ASSEMBLY

END OF SECTION 078446

FIRE-RESISTIVE JOINT SYSTEMS

078446 - 10

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section..

1.2 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:
 - 1. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Vertical joints on exposed surfaces of interior unit masonry walls and partitions .
 - b. Perimeter joints between interior wall surfaces and frames of interior doors, windows, miscellaneous ornamental items, casework and countertops .
 - c. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - d. Joints between counter tops and back splashes.
 - e. Joints between back splashes and walls.
 - f. Vertical joints between casework and other surfaces.
 - g. Other joints as indicated.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

- E. Qualification Data: For Installer .
- F. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
- G. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- H. Field Test Report Log: For each elastomeric sealant application.
- I. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- J. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period preceding the commencement of the Work.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 - 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
 - 3. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.

1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C) .
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.

4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 1. Sealants: 250 g/L.
 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range .

2.3 SILICONE JOINT SEALANTS

A. Single-Component Mildew-Resistant Acid-Curing Silicone Sealant

1. Products:
 - a. Dow Corning Corporation; 786 Mildew Resistant.
 - b. GE Silicones; Sanitary SCS1700.
 - c. Tremco; Tremsil 200 Clear .
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 25.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Color anodic aluminum & aluminum coated with a high-performance coating .

2.4 URETHANE JOINT SEALANTS

A. Urethane, Immersible, M, NS, 50, T, NT, I: Immersible, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses T, NT, and I.

1. Products: Subject to compliance with requirements provide one of the following:
 - a. Tremco, Dymeric, 240
 - b. Sika Corporation U.S.; Sikaflex 2c NS.
 - c. Sonneborn, Division of ChemRex Inc.; Masterseal NP 2.
 - d. Or approved equal.

2.5 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, provide the following:
 - a. BASF Building Systems; Sonolac.
 - b. Bostik, Inc.; Chem-Calk 600.
 - c. Pecora Corporation; AC-20+.
 - d. Tremco Incorporated; Tremflex 834.

2.6 SOLVENT-RELEASE JOINT SEALANTS

A. Butyl-Rubber-Based Solvent-Release Joint Sealant: Comply with ASTM C 1085.

1. Products:

- a. Bostik Findley; Bostik 300.
- b. Fuller, H. B. Company; SC-0296.
- c. Fuller, H. B. Company; SC-0288.
- d. Pecora Corporation; BC-158.
- e. Polymeric Systems Inc.; PSI-301
- f. Sonneborn, Division of ChemRex Inc.; Sonneborn Multi-Purpose Sealant.
- g. Tremco; Tremco Butyl Sealant.
- h. Or approved equal

2.7 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin, as approved in writing by joint-sealant manufacturer for joint application indicated , and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.8 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates , where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

- 1. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab in Appendix X1 in ASTM C 1193, as appropriate for type of joint-sealant application indicated.

- a. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 2. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free of voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Joints between plant-precast architectural concrete units.
 - c. Control and expansion joints in unit masonry.
 - d. Joints in dimension stone cladding.
 - e. Joints in glass unit masonry assemblies.
 - f. Joints in exterior insulation and finish systems.
 - g. Joints between metal panels.
 - h. Joints between different materials listed above.
 - i. Perimeter joints between materials listed above and frames of doors windows and louvers.
 - j. Control and expansion joints in ceilings and other overhead surfaces.
 - k. Other joints as indicated on Drawings.
 2. Joint Sealant: Urethane, Immersible.
 3. Joint-Sealant Color: Match Architect's sample.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Vertical joints on exposed surfaces of walls and partitions.
 - c. Perimeter joints between interior wall surfaces and frames of interior doors windows and elevator entrances.
 - d. Joints between casework, countertops, backsplashes and wall surfaces.
 - e. Other joints as indicated.
 2. Joint Sealant: Latex.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Sealant Location:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Ceramic Tile joints.
 - c. Other joints as indicated.
 2. Joint Sealant: Mildew resistant, single component, nonsag, acid curing, Silicone.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

SECTION 079500 - EXPANSION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Volume 1 Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Architectural joint systems for building interiors.

- B. Related Sections include the following:

- 1. Division 07 Section "Fire-Resistive Joint Systems" for liquid-applied joint sealants in fire-resistive building joints.
 - 2. Division 07 Section "Joint Sealants" for liquid-applied joint sealants.

1.3 DEFINITIONS

- A. Maximum Joint Width: Widest linear gap a joint system tolerates and in which it performs its designed function without damaging its functional capabilities.
- B. Minimum Joint Width: Narrowest linear gap a joint system tolerates and in which it performs its designed function without damaging its functional capabilities.
- C. Movement Capability: Value obtained from the difference between widest and narrowest widths of a joint opening typically expressed in numerical values (mm or inches) or a percentage (plus or minus) of nominal value of joint width.
- D. Nominal Joint Width: The width of the linear opening specified in practice and in which the joint system is installed.

1.4 SUBMITTALS

- A. Shop Drawings: Provide the following for each joint system specified:

- 1. Placement Drawings: Include line diagrams showing plans, elevations, sections, details, splices, blockout requirement, entire route of each joint system, and attachments to other work. Where joint systems change planes, provide isometric or clearly detailed drawing depicting how components interconnect.

2. Architectural Joint System Schedule: Prepared by or under the supervision of the supplier. Include the following information in tabular form:
 - a. Manufacturer and model number for each joint system.
 - b. Joint system location cross-referenced to Drawings.
 - c. Nominal joint width.
 - d. Movement capability.
 - e. Classification as thermal or seismic.
 - f. Materials, colors, and finishes.
 - g. Product options.
 - h. Fire-resistance ratings.
- B. Samples for Initial Selection: For each type of joint system indicated.
 1. Include manufacturer's color charts showing the full range of colors and finishes available for each exposed metal and elastomeric seal material.
- C. Samples for Verification: For each type of architectural joint system indicated.
 1. Full width by 6 inches (150 mm) long, for each system required.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for current products.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain architectural joint systems through one source from a single manufacturer.
- C. Product Options: Drawings indicate size, profiles, and dimensional requirements of architectural joint systems and are based on the specific systems indicated. Refer to Division 01 Section "Product Requirements."
 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- D. Accessibility Requirements: Comply with applicable provisions in ICC A117.1.
- E. Fire-Test-Response Characteristics: Where indicated, provide architectural joint system and fire-barrier assemblies identical to those of assemblies tested for fire resistance per UL 2079 by a testing and inspecting agency acceptable to authorities having jurisdiction.
 1. Hose Stream Test: Wall-to-wall and wall-to-ceiling assemblies shall be subjected to hose stream testing.

1.6 COORDINATION

- A. Coordinate installation of exterior wall and soffit joint systems with roof expansion assemblies to ensure that wall transitions are watertight. Roof expansion assemblies are specified in Division 07.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum: ASTM B 221 (ASTM B 221M), Alloy 6063-T5 for extrusions; ASTM B 209 (ASTM B 209M), Alloy 6061-T6 for sheet and plate.
 - 1. Apply manufacturer's standard protective coating on aluminum surfaces to be placed in contact with cementitious materials.
 - 2. Class I, Clear Anodic Finish: AA-M12C22A41 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.
- B. Elastomeric Seals: Preformed elastomeric membranes or extrusions to be installed in metal frames.
- C. Compression Seals: ASTM E 1612; preformed rectangular elastomeric extrusions having internal baffle system and designed to function under compression.
- D. Strip Seals: ASTM E 1783; preformed elastomeric membrane or tubular extrusions having an internal baffle system and secured in or over a joint by a metal locking rail.
- E. Cellular Foam Seals: Extruded, compressible foam designed to function under compression.
- F. Elastomeric Concrete: Modified epoxy or polyurethane extended into a prepackaged aggregate blend, specifically designed for bonding to concrete substrates.
- G. Fire Barriers: Any material or material combination, when fire tested after cycling, designated to resist the passage of flame and hot gases through a movement joint and to meet performance criteria for required rating period.
- H. Moisture Barrier: Flexible elastomeric material, PVC , minimum 30 mils thick .
- I. Accessories: Manufacturer's standard anchors, clips, fasteners, set screws, spacers, and other accessories compatible with material in contact, as indicated or required for complete installations.

2.2 ARCHITECTURAL JOINT SYSTEMS, GENERAL

- A. General: Provide architectural joint systems of design, basic profile, materials, and operation indicated. Provide units with capability to accommodate variations in adjacent surfaces.

1. Furnish units in longest practicable lengths to minimize field splicing. Install with hairline mitered corners where joint changes direction or abuts other materials.
2. Include factory-fabricated closure materials and transition pieces, tee-joints, corners, curbs, cross-connections, and other accessories as required to provide continuous joint systems.

B. Design architectural joint systems for the following size and movement characteristics:

1. Nominal Joint Width: As indicated on Drawings .
2. Movement Capability: Plus or minus 50 percent .
3. Type of Movement: Seismic .

2.3 ARCHITECTURAL JOINT SYSTEMS FOR BUILDING INTERIORS

A. Basis-of-Design Product: Subject to compliance with requirements, provide the products indicated on Drawings or a comparable product by one of the following:

1. Balco, Inc.
2. Construction Specialties, Inc.
3. InPro Corporation, JointMaster.
4. MM Systems Corporation.
5. And/or approved equal

B. Wall-to-Wall Joint Systems:

1. Type: Snap-on cover .
 - a. Exposed Metal: Aluminum .
 - 1) Finish: High Performance Organic Finish.
2. Fire-Resistance Rating: Provide joint system and fire-barrier assembly with a rating not less than that of adjacent construction.
3. Moisture Barrier: Manufacturer's standard.

2.4 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. High-Performance Organic Finish: 3 coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

1. Color and Gloss: Match Architect's sample
2. Appearance of Finished Work: Noticeable variations in same piece are not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces and blockouts where architectural joint systems will be installed for installation tolerances and other conditions affecting performance of work.
 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to architectural joint system manufacturer's written instructions.
- B. Repair concrete slabs and blockouts using manufacturer's recommended repair grout of compressive strength adequate for anticipated structural loadings.
- C. Coordinate and furnish anchorages, setting drawings, and instructions for installing joint systems. Provide fasteners of metal, type, and size to suit type of construction indicated and to provide for secure attachment of joint systems.
- D. Cast-In Frames: Coordinate and furnish frames to be cast into concrete.

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for storing, handling, and installing architectural joint assemblies and materials unless more stringent requirements are indicated.
- B. Metal Frames: Perform cutting, drilling, and fitting required to install joint systems.
 1. Install in true alignment and proper relationship to joints and adjoining finished surfaces measured from established lines and levels.
 2. Adjust for differences between actual structural gap and nominal design gap due to ambient temperature at time of installation. Notify Architect where discrepancies occur that will affect proper joint installation and performance.
 3. Cut and fit ends to accommodate thermal expansion and contraction of metal without buckling of frames.
 4. Locate in continuous contact with adjacent surfaces.
 5. Standard-Duty Systems: Shim to level where required. Support underside of frames continuously to prevent vertical deflection when in service.
 6. If shims are to be used in the installation process, a continuous support bed beneath the side frames of the floor cover is required. The frames must be inspected by the architect prior to filling the block-out with grout.
 7. Locate anchors at interval recommended by manufacturer, but not less than 3 inches (75 mm) from each end and not more than 24 inches (600 mm) o.c.

- C. Seals in Metal Frames: Install elastomeric seals and membranes in frames to comply with manufacturer's written instructions. Install with minimum number of end joints.
 - 1. Provide in continuous lengths for straight sections.
 - 2. Seal transitions according to manufacturer's written instructions. Vulcanize or heat-weld field-spliced joints as recommended by manufacturer.
 - 3. Installation: Mechanically lock seals into frames or adhere to frames with adhesive or pressure-sensitive tape as recommended by manufacturer.
- D. Terminate exposed ends of joint assemblies with field- or factory-fabricated termination devices.
- E. Fire-Resistance-Rated Assemblies: Coordinate installation of architectural joint assembly materials and associated work so complete assemblies comply with assembly performance requirements.
 - 1. Fire Barriers: Install fire barriers to provide continuous, uninterrupted fire resistance throughout length of joint, including transitions and field splices.

3.4 PROTECTION

- A. Do not remove protective covering until finish work in adjacent areas is complete. When protective covering is removed, clean exposed metal surfaces to comply with manufacturer's written instructions.
- B. Protect the installation from damage by work of other Sections. Where necessary due to heavy construction traffic, remove and properly store cover plates or seals and install temporary protection over joints. Reinstall cover plates or seals prior to Substantial Completion of the Work.

END OF SECTION 079500

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

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. Standard and custom hollow metal doors and frames.
2. Steel sidelight, borrowed lite and transom frames.
3. Louvers installed in hollow metal doors.
4. Light frames and glazing installed in hollow metal doors.
5. Ballistic doors and frames.

B. Related Sections:

1. Division 04 Section "Unit Masonry" for embedding anchors for hollow metal work into masonry construction.
2. Division 08 Section "Flush Wood Doors".
3. Division 08 Section "Glazing" for glass view panels in hollow metal doors.
4. Division 08 Section "Door Hardware".
5. Division 09 Painting Sections for field painting hollow metal doors and frames.

C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
8. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
9. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
10. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.

11. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
12. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
13. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.
14. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
15. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
16. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.
- B. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.
- C. Shop Drawings: Include the following:
 1. Elevations of each door design.
 2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 4. Locations of reinforcement and preparations for hardware.
 5. Details of anchorages, joints, field splices, and connections.
 6. Details of accessories.
 7. Details of moldings, removable stops, and glazing.
 8. Details of conduit and preparations for power, signal, and control systems.
- D. Samples for Verification:
 1. Samples are only required by request of the architect and for manufacturers that are not current members of the Steel Door Institute.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.
- B. Quality Standard: In addition to requirements specified, comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".
- C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL10C (neutral pressure at 40" above sill) or UL 10C.

1. Oversize Fire-Rated Door Assemblies Construction: For units exceeding sizes of tested assemblies, attach construction label certifying doors are built to standard construction requirements for tested and labeled fire rated door assemblies except for size.
2. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.
3. Smoke Control Door Assemblies: Comply with NFPA 105.
 - a. Smoke "S" Label: Doors to bear "S" label, and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.

- D. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257. Provide labeled glazing material.
- E. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier, Installer, and Contractor to review proper methods and procedures for installing hollow metal doors and frames and to verify installation of electrical knockout boxes and conduit at frames with electrified or access control hardware.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.
 1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
- B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. CECO Door Products (C).
 - 2. Curries Company (CU).
 - 3. Steelcraft (S).

2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.3 HOLLOW METAL FRAMES

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Exterior Frames: Fabricated of hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.
 - 1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
 - 2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
 - 3. Manufacturers Basis of Design:
 - a. CECO Door Products (C) – SU Series.
 - b. Curries Company (CU) – M Series.
 - c. Curries Company (CU) - Thermal Break TQ Series.
- C. Interior Frames: Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.
 - 1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.

2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
3. Manufacturers Basis of Design:
 - a. Curries Company (CU) - M Series.

- D. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.
- E. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.4 BALLISTIC DOORS AND FRAMES

- A. General: Comply with requirements of UL 752 – Standard for Bullet Resistant Equipment for the following protection lve:
 1. Protection Level 2.
- B. Doors:
 1. Thickness: 1-13/16 (+/- 1/16”).
 2. Hinge rail and reinforcement: Hinge edge non-beveled and reinforced with a continuous 10 gauge steel channel projection welded at a maximum 5 inches on center.
 3. Lock Rail: Lock edge non-belveled and reinforced with a continuous 14 gauge steel channel projection welded at a maximum 5 inches on center. 16 gauge reinforcements for mortise or cylindrical locks are of an integral type in accordance with ANSI A115 standards.
 4. Top Channel: Flush 16 gauge, projection welded at a maximum 2.5 inches on center.
 5. Polystyrene with armor plating.
 6. Face skins: 14 gauge cold rolled steel.
 7. Any exposed fasteners for glazing frames are to be located on the secure or safe side of the doors.
- C. Frames:
 1. Thickness: Made to accommodate 14 gauge door, 2 inch rabbet.
 2. Gauge: 14 gauge.
 3. Stop: 5/8”.
 4. Strike Prep: Frames shall have a 14 gauge steel strike reinforcement plate, extruded and formed to the equivalent 10 gauge, projection welded with provisions for Universal ANSI A115.1 or ANSI A115.2.

2.5 FRAME ANCHORS

- A. Jamb Anchors:
 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
 2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.
 3. Compression Type for Drywall Slip-on (Knock-Down) Frames: Adjustable compression anchors.

- B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.
- C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 HOLLOW METAL PANELS

- A. Provide hollow metal panels of same materials, construction, and finish as specified for adjoining hollow metal components.

2.7 LOUVERS

- A. Metal Louvers: Door manufacturer's standard metal louvers unless otherwise indicated.
 - 1. Blade Type: Vision proof inverted V or inverted Y.
 - 2. Metal and Finish: Galvanized steel, 0.040 inch thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.
- B. Louvers for Fire Rated Doors: Metal louvers with fusible link and closing device, listed and labeled for use in doors with fire protection rating of 1-1/2 hours and less.
 - 1. Manufacturers: Subject to compliance with requirements, provide door manufacturers standard louver to meet rating indicated.
 - 2. Metal and Finish: Galvanized steel, 0.040 inch thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.

2.8 LIGHT OPENINGS AND GLAZING

- A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator's shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.
- B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.
- C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16 mm) high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.
- D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.
- E. Comply with glazing requirements of Specification Section 088000 - Glazing.

2.9 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.10 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.
- C. Hollow Metal Doors:
 - 1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.
 - 2. Glazed Lites: Factory cut openings in doors with applied trim or kits to fit. Factory install glazing where indicated.
 - 3. Astragals: Provide overlapping astragals as noted in door hardware sets in Division 08 Section "Door Hardware" on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.
 - 4. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge strap for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".
- D. Hollow Metal Frames:
 - 1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - 2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 - a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
 - 3. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
 - 4. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48-inches and wider with mortise butt type hinges at top hinge locations.
 - 5. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge straps for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".
 - 6. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.

7. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
 8. Electrical Thru-Wiring: Provide hollow metal frames receiving electrified hardware with loose wiring harness (not attached to open throat components or installed in closed mullion tubes) and standardized Molex™ plug connectors on one end to accommodate up to twelve wires. Coordinate connectors on end of the wiring harness to plug directly into the electric through-wire transfer hardware or wiring harness specified in hardware sets in Division 08 Sections "Door Hardware" and "Access Control Hardware".
 9. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
 10. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Two anchors per jamb up to 60 inches high.
 - 2) Three anchors per jamb from 60 to 90 inches high.
 - 3) Four anchors per jamb from 90 to 120 inches high.
 - 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
 - b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches high.
 - 2) Four anchors per jamb from 60 to 90 inches high.
 - 3) Five anchors per jamb from 90 to 96 inches high.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
 - 5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.
 11. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".
- E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
 2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
 3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
 4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

2.11 STEEL FINISHES

- A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for square, level, twist, and plumb condition.
- C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.
 - 1. Set frames accurately in position, plumbed, leveled, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and

- secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
 4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
1. Non-Fire-Rated Standard Steel Doors:
 - a. Jamb and Head: 1/8 inch plus or minus 1/16 inch.
 - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
 - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- D. Field Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with hollow metal manufacturer's written instructions.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

END OF SECTION 081113

SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Solid core doors with wood veneer faces.
2. Solid core doors bullet resistant doors with wood veneer faces.
3. Factory finishing wood doors.
4. Factory fitting wood doors to frames and factory machining for hardware.
5. Louvers installed in flush wood doors.
6. Light frames and glazing installed in wood doors.

B. Related Sections:

1. Division 08 Section "Door Schedule".
2. Division 08 Section "Hollow Metal Doors and Frames".
3. Division 08 Section "Interior Aluminum Doors and Frames".
4. Division 08 Section "Glazing".
5. Division 08 Section "Door Hardware".

C. Standards and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ANSI A208.1 - Wood Particleboard.
3. Intertek Testing Service (ITS Warnock Hersey) - Certification Listings for Fire Doors.
4. NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
5. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
6. UL 10C - Positive Pressure Fire Tests of Door Assemblies; UL 1784 - Standard for Air Leakage Tests of Door Assemblies.
7. Window and Door Manufacturers Association - WDMA I.S.1-A Architectural Wood Flush Doors.

1.3 SUBMITTALS

- A. Product Data: For each type of door indicated. Include details of core and edge construction, louvers, trim for openings, and WDMA I.S.1-A classifications. Include factory finishing specifications.

B. Shop Drawings shall include:

1. Indicate location, size, and hand of each door.
2. Indicate dimensions and locations of mortises and holes for hardware.
3. Indicate dimensions and locations of cutouts.
4. Indicate requirements for veneer matching.
5. Indicate location and extent of hardware blocking.
6. Indicate construction details not covered in Product Data.
7. Indicate doors to be factory finished and finish requirements.
8. Indicate fire protection ratings for fire rated doors.

C. Samples for Initial Selection: For factory finished doors.

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish. For each wood species and transparent finish, provide set of three samples showing typical range of color and grain to be expected in the finished work.
2. Corner sections of doors, 8 by 10 inches, with door faces and edges representing actual materials to be used.
 - a. Provide samples for each species of veneer and core material.
 - b. Finish veneer faced door samples with same materials proposed for factory finished doors.
3. Frames for light openings, 6 inches long, for each material, type, and finish required.

D. Warranty: Provide sample of manufacturer's warranty.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain flush wood doors through one source from a single manufacturer wherever possible.
- B. Quality Standard: In addition to requirements specified, comply with WDMA I.S.1-A, latest edition, "Industry Standard for Architectural Wood Flush Doors".
- C. Fire Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing at positive pressure according to NFPA 252 (neutral pressure at 40" above sill) or UL10C.
 1. Oversize Fire Rated Door Assemblies: For units exceeding sizes of tested assemblies provide manufacturer's construction label, indicating compliance to independent 3rd party certification agency's procedure, except for size.
 2. Temperature Rise Limit: Where required and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire test exposure.
 3. Smoke Control Door Assemblies: Comply with NFPA 105.

- 1) Smoke "S" Label: Doors to bear "S" label, and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.

- D. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier, Installer, and Contractor to review proper methods and procedures for receiving, handling, and installing flush wood doors.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package pre-finished doors individually in plastic bags and wrap bundles of doors in plastic sheeting.
- C. Mark each door on top rail with opening number used on Shop Drawings.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1.7 WARRANTY

- A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
 - b. Telegraphing of core construction in wood face veneers exceeding 0.01 inch in a 3-inch span.
 2. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.
 3. Warranty Period for Solid Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 DOOR CONSTRUCTION – GENERAL

- A. WDMA I.S.1-A Performance Grade: Extra Heavy Duty; Aesthetic Grade: Premium.
- B. Fire Rated Doors: Provide construction and core as needed to provide fire ratings indicated.

1. Category A Edge Construction: Provide fire rated door edge construction with intumescent seals concealed by outer stile (Category A) at 45, 60, and 90 minute rated doors. Comply with specified requirements for exposed edges.
2. Pairs: Provide stiles with concealed intumescent seals. Comply with specified requirements for exposed edges.
 - a. Provide fire retardant stiles that are listed and labeled for applications indicated without formed steel edges and astragals.
 - b. Where required for concealed hardware, provide formed steel edges and astragals with intumescent seals. Finish steel edges and astragals with baked enamel.

2.2 CORE CONSTRUCTION

A. Particleboard Core Doors:

1. Particleboard: Wood fiber based materials complying with ANSI A208.1 Particleboard standard. Grade LD-2.
2. Adhesive: Fully bonded construction using Polyurethane (PUR) glue.
3. Blocking: As indicated under article "Blocking".

2.3 BLOCKING

A. Non-Fire-Rated Doors:

1. Provide blocking as indicated below:
 - a. HB1: 5 inch in doors indicated to have closers and overhead stops.
 - b. HB4: Two 5 inch x 14 inch lock blocking, in doors indicated to have exit devices.

B. Fire Rated Doors:

1. Provide blocking as indicated below:
 - a. HB1: 5 inch in doors indicated to have closers and overhead stops.
 - b. HB4: Two 5 inch x 14 inch lock blocking, in doors indicated to have exit devices.

2.4 VENEERED DOORS FOR TRANSPARENT FINISH

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eggers Industries (EG): Premium Series.
2. Graham (GR): GPD Series.
3. Marshfield: Signature Series.

B. Interior Solid Core Doors:

1. Grade: Premium.
2. Faces: Veneer grades as noted below; veneer minimum 1/50-inch (0.5mm) thickness at moisture content of 12% or less.
 - a. Plain Sliced White Birch, A grade faces.
3. Match between Veneer Leaves: Book match.
4. Assembly of Veneer Leaves on Door Faces:
 - a. Running Match.
5. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
6. Transom Match: Continuous match.
7. Vertical Edges: Matching same species as faces. Wood or composite material, one piece, laminated, or veneered. Minimum requirements per WDMA section P-1, Performance Standards for Architectural Wood Flush Doors.
8. Horizontal Edges: Solid wood or structural composite material meeting the minimum requirements per WDMA section P-1, Performance Standards for Architectural Wood Flush Doors
9. Construction: Five plies. Stiles and rails are bonded to core, then entire unit sanded before applying face veneers.
10. At doors over 40% of the face cut-out for lights and or louvers, furnish engineered composite lumber core.

2.5 LOUVERS**A. Metal Louvers: Door manufacturer's standard metal louvers unless otherwise indicated.**

1. Blade Type: Vision proof inverted V or inverted Y.
2. Metal and Finish: Galvanized steel, 0.040 inch thick, factory primed for paint finish with baked enamel or powder coated finish.

2.6 LIGHT FRAMES AND GLAZING**A. Wood Beads for Light Openings in Wood Doors up to and including 20-minute rating:**

1. Wood Species: Same species as door faces.
2. Profile:
 - a. M1 Flush Bead.
 - b. At wood core doors with 20-minute fire protection ratings, provide wood beads and metal glazing clips approved for such use.

- B. Metal Frames for Light Openings in Fire Rated Doors over 20-minute Rating: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated.
 - 1. Manufacturers:
 - a. Air Louver.
 - b. All Metal Stamping.
 - c. Anemostat (AN).
 - d. Pemko (PE).
- C. Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with the flush wood door manufacturer's written instructions.

2.7 FABRICATION

- A. Factory fit doors to suit frame opening sizes indicated.
 - 1. Comply with requirements in NFPA 80 for fire rated doors.
 - 2. Undercut: As required per manufacturer's templates and sill condition.
- B. Factory machine doors for hardware that is not surface applied. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W series standards, and hardware templates.
 - 1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
 - 2. Metal Astragals: Factory machine astragals and formed steel edges for hardware for pairs of fire rated doors.
- C. Fabricate bullet resistant doors with frames in compliance with UL 752 for protection level indicated.
- D. Openings: Cut and trim openings through doors in factory.
 - 1. Light Openings: Trim openings with moldings of material and profile indicated.
 - 2. Glazing: Comply with applicable requirements in Division 08 Section "Glazing."
 - 3. Louvers: Factory install louvers in prepared openings.
- E. Electrical Raceways: Provide flush wood doors receiving electrified hardware with concealed wiring harness and standardized Molex™ plug connectors on both ends to accommodate up to twelve wires. Coordinate connectors on end of the wiring harness to plug directly into the electrified hardware and the through wire transfer hardware or wiring harness specified in hardware sets in Division 08 "Door Hardware". Wire nut connections are not acceptable.

2.8 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
 - 1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.

- B. Transparent Finish: Provide a clear protective coating over the wood veneer allowing the natural color and grain of the selected wood species to provide the appearance specified. Stain is applied to the wood surface underneath the transparent finish to add color and design flexibility.
 - 1. Finish: Meet or exceed WDMA I.S. 1A TR8 UV Cured Acrylated Polyester finish performance requirements.
 - 2. Staining:
 - a. As selected by Architect from manufacturer's full range.
 - b. Custom stain to match architect's sample.
 - 3. Sheen: Satin.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and installed door frames before hanging doors.
 - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
 - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see Division 8 Section "Door Hardware."
- B. Installation Instructions: Install doors and frames to comply with manufacturer's written instructions and the referenced quality standard, and as indicated.
 - 1. Install fire rated doors in corresponding fire rated frames according to NFPA 80.
- C. Factory Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory Finished Doors: Restore finish before installation if fitting or machining is required at Project site.
- E. Field modifications to doors shall not be permitted, except those specifically allowed by manufacturer or fire rating requirements.

3.3 ADJUSTING

- A. Operation: Re-hang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that do not comply with requirements. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

SECTION 083343 – FIRE AND SMOKE CURTAIN OPENING PROTECTIVES

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. Fire and smoke rated curtain opening protectives.
 - 2. 20 Minute fire protection for corridor installations.
 - 3. See drawings for other ratings that may be required.
- B. Related Requirements:
 - 1. Div. 2 Section for Selective Demolition for rough opening work.
 - 2. Div. 8 Section for Security Windows.
 - 3. Div 26 Sections for electrical connections and wiring.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of coiling counter door and accessory.
 - 1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.
 - 3. Include description of automatic closing device and testing and resetting instructions.
- B. Maintenance and Operating Manuals: Furnish complete manuals describing the materials, devices and procedures to be followed in operating and maintaining all of the fire and smoke rated curtains under this section. Include manufacturer's brochures and parts lists describing the actual materials used in the product.
- C. Product Approval Reports: Submit copy of manufacturer's Listing Report and Authorization To Mark clearly detailing the description of product, fire endurance test method, test results and test conclusions of the test criteria as conducted and witnessed by a United States accredited testing laboratory such as Underwriters Laboratories (UL) or Intertek-Warnock Hersey (Intertek). Testing agency's Listing Report shall clearly state that the fire and smoke rated curtains have been tested and approved to the standards and criteria of UL 10B and UL 10C (20 minutes) and UL 1784 Smoke & Draft rating.
- D. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1. Include plans, elevations, sections, and mounting details.
 2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
 3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
 4. Show locations of controls, locking devices, detectors or replaceable fusible links, and other accessories.
 5. Include diagrams for power, signal, and control wiring.
- E. Samples for Initial Selection: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes.
1. Include similar Samples of accessories involving color selection.
- F. Samples for Verification: For each type of exposed finish on the following components, in manufacturer's standard sizes:
1. Curtain.
 2. Bottom bar.
 3. Guides.
 4. Brackets.
 5. Hood.
 6. Include similar Samples of accessories involving color selection.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For coiling counter doors to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.
1. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
- B. Fire & Smoke Rated Assemblies: Provide all curtains with fire and smoke resistance rating required to comply with governing regulations which are inspected, tested, listed and labeled by UL or Intertek and complying with NFPA 80 for class of opening. Provide units tested, approved and labeled under the UL 10B, UL 10C, UL 10D and UL 1784 standards. Provide testing agency label permanently fastened to each fire curtain assembly as evidence of product compliance.

- C. Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances and regulations of federal, state and municipal authorities having jurisdiction.

1.7 DELIVERY, STORAGE AND HANDLING

- A. General: Deliver and store materials in manufacturer's original packaging, labeled to show name, brand and type. Store materials in a protected dry location off the ground in accordance with manufacturer's instructions.

1.8 WARRANTY

- A. Fire & Smoke Rated Curtain Warranty: Furnish two (2) year written warranty signed by the manufacturer and installer agreeing to repair or replace work which has failed as a result of defects in materials or workmanship. Upon notification within the warranty period, such defects shall be repaired at no cost to the owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS, GENERAL

- A. Source Limitations: Obtain coiling counter doors from single source from single manufacturer.
 - 1. Obtain operators and controls from coiling counter door manufacturer.

2.2 FIRE & SMOKE RATED CURTAINS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Firefighter Series Model D200 as manufacturer by McKeon Door Company or comparable product by one of the following:
 - 1. Clopay Building Products.
 - 2. Cookson Company.
 - 3. Cornell Iron Works, Inc.
 - 4. Overhead Door Corporation.
 - 5. Raynor.
 - 6. Or approved equal.

2.01 MATERIALS

- A. Curtain: Shall be of EFP4/1000 type reinforced fabric curtain, consisting of a satin fiberglass fabric with integral stainless steel wire weave and three (3) hour fire retardant polyurethane coating. Curtain shall be at minimum no less than .054 cm thick.
- B. Bottom Bar: Shall consist of a tubular member formed to fit curtain, provide stiffness, limit deflection and allow for a tight fitting closure. Bottom bar shall be designed of adequate size and weight to keep the curtain fully extended, taut and level when the unit is activated to the self-closing position while preventing any deflection caused by the building's air pressure currents.

- C. Guide Assemblies: Each guide assembly shall be fabricated of a steel mounting adjustment angle and/or channel with integral pressure retaining side guides. The side guides are to be designed with an overall viewable exposed profile which is not to exceed 3/8" in width. Each side guide shall be provided with internally fitted, fully concealed UL approved and classified smoke seals.
- D. Mounting Brackets: Fabricated of minimum 14 gauge steel plates, brackets shall be provided to house and support ends of the barrel assembly.
- E. Hood: Shall be provided to entirely enclose curtain and barrel assembly. Hood shall be fabricated of minimum 18 gauge galvanized steel formed to match brackets. Top and bottom shall be bent and reinforced for stiffness. Hood shall be fitted with UL approved and classified smoke seals.
- F. Barrel Assembly: Fabricated of structural quality carbon steel seamless pipe of sufficient size and diameter to house operating motor drive, support curtain assembly and limit horizontal deflection of the fire and smoke curtain assembly.
- G. Motor Drive Unit: Fire and smoke curtain shall be powered by an inboard Motor including gear-box assembly, electromechanical distance travel limit switches all linked to an internal electromagnetic brake which allows the fire and smoke curtain to remain operational even during the loss of power to the motor drive unit.
- H. Fail-Safe Release Device: A fail-safe release device shall be built into the motor drive unit as an integral part of the release mechanism. When power is interrupted to the release mechanism by an alarm condition, the fire and smoke curtain shall automatically self-close. In the event of power failure the time delay shall prevent the fire and smoke curtain from closing for a predetermined programmable period of 30 minutes, unless there is an alarm condition at which point the fire and smoke curtain shall immediately self-close. Once the predetermined programmable period of 30 minutes has lapsed, the fire and smoke curtain shall self-close. Once power has been restored and the alarm condition has been cleared, the release mechanism shall automatically reset and the fire and smoke curtain shall immediately become operable.
- I. Easy Trip Test Feature: The fire and smoke curtain shall be designed so that it may be trip tested simply by activating the True-Test switch. By turning the True-Test switch to the "off" position, the draft curtain shall automatically self-close. Once the draft curtain assembly has satisfactorily closed, it shall be reset simply by turning the True-Test switch back to the "on" position. No ladders, tools or special equipment shall be required to test or reset the fire and smoke curtain.
- J. Finish: After completion of fabrication, clean all metal surfaces to remove dirt and chemically treat to provide for paint adhesion. Hood, bottom bar and guide assemblies shall be of a powder coat finish, white in color.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.

- B. Verify all dimensions taken at job site affecting the work. Notify the architect in any instance where dimensions vary.
- C. Coordinate and schedule work under this section with work of other sections so as not to delay job progress.
- D. Examine locations of electrical connections.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install fire and smoke curtain assemblies and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Perform installation using only factory approved and certified representatives of the fire and smoke curtain manufacturer.
- C. Install fire and smoke curtain assemblies at locations shown in perfect alignment and elevation, plumb, level, straight and true.
- D. Adjust fire and smoke curtain installation to provide uniform clearances and smooth non-binding operation.
- E. Install wiring in accordance with applicable local codes and the National Electrical Code Standard. Materials shall be UL listed.

3.3 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
 - 1. Test fire and smoke curtain closing sequence when activated by the building's fire alarm system. Reset fire and smoke curtain after successful test.
 - 2. Perform installation and startup checks according to manufacturer's written instructions.
 - 3. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

3.4 ADJUSTING

- A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
- B. Lubricate bearings and sliding parts as recommended by manufacturer.

- C. Adjust seals to provide tight fit around entire perimeter.

3.5 PROTECTION AND CLEANING

- A. Protect installed work using adequate and suitable means during and after installation until accepted by owner.
- B. Remove, repair or replace materials which have been damaged in any way.
- C. Clean surfaces of grime and dirt using acceptable and recommended means and methods.

3.6 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of coiling-door Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for door operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 1. Perform maintenance, including emergency callback service, during normal working hours.
 - 2. Include 24-hour-per-day, seven-day-per-week, emergency callback service.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain coiling counter doors.

END OF SECTION 083313

SECTION 083344 – APPLIED IMPACT PROTECTION FILM SYSTEMS

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. Glazing Type G-E: Proprietary film systems applied to interior and exterior surfaces of existing glazing in metal frames.

- B. Related Requirements:

- 1. Div. 8 Sections for Security Windows and Opening Protectives.
 - 2. Div. 8 Section 088000 - Glazing for glazing systems.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of coiling counter door and accessory.

- 1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.

- B. Samples for Initial Selection: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes.

- 1. Include similar Samples of accessories involving color selection.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances and regulations of federal, state and municipal authorities having jurisdiction.

1.7 DELIVERY, STORAGE AND HANDLING

- A. General: Deliver and store materials in manufacturer's original packaging, labeled to show name, brand and type. Store materials in a protected dry location off the ground in accordance with manufacturer's instructions.

1.8 WARRANTY

- A. Film Systems Warranty: Furnish five (5) year written warranty signed by the manufacturer and installer agreeing to repair or replace work which has failed as a result of defects in materials or workmanship. Upon notification within the warranty period, such defects shall be repaired at no cost to the owner.

PART 2 - PRODUCTS

2.1 APPLIED SECURITY FILM SYSTEMS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide 3M Impact Protection System with Ultra 600 Safety and Security Window Film and impact protection profile as manufacturer by The 3M Company or comparable product an approved manufacturer:

2.2 MATERIALS

- A. Film: Proprietary micro-layer safety film.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Thoroughly clean glazing and frame systems of contaminants such as adhesives, grease, oil dust, water surface dirt, old sealant or glazing compounds. Use manufacturer's 3M Citrus Base Cleaner, alcohol or commercial cleaning solution. Remove any and all existing graphics and/or decals from surface to receive security film.
 - 1. Spray glazing bead, glass and frame surface with an appropriate cleaning product and remove with lint free cloth. Repeat if necessary to remove all foreign materials from the glass and inside window frame surfaces.
 - 2. If needed, light scrub with 3M 0000 Super Fine Synthetic Steel Wool pad.

- C. Spray the glass with 3M Foaming Glass Cleaner or a soap and water solution. Flush the glazing bead to glass area starting at the top and working down to drain or remove any remaining contaminant from the area. Scrape the glass with a razor to remove all foreign matter.
- D. Thoroughly clean the glass a final time with soapy water and a window cleaning squeegee. Wipe around the glazing bead and frame area on final time to remove all of the soap and water solution.

3.2 FILM INSTALLATION

- A. Where G-E is specified, apply 3M Ultra Safety and Security Window film to the interior and exterior surfaces of the glass, making sure that the film is installed as far into the glazing channel as possible.
- B. Cut film around the remaining glazing bead. Leave enough spacing between film and glazing bead to facilitate the removal of the slip solution.
- C. Squeegee the film to the glass by pressing firmly to remove as much of the slip solution as possible, especially at the edges of the film.
- D. Provide either edge drying method as follows:
 - 1. Option A: Allow the panels to dry in place for two weeks prior to Impact Protection Profile attachment system is installed.
 - 2. Option B: Using a hair dryer, gently heat and bump the edges of the film to hasten the removal and drying of the water from the edges. Confirm that all the soap and water solution has been removed from the film, glass, and glazing channel before applying the Impact Protection Profile attachment system

3.3 PROFILE INSTALLATION

- A. Measure and cut manufacturer's attachment profile, remove liners and discard.
- B. Utilize manufacturer's special tool to install profile in accordance with manufacturer's written installation instructions, repeating for each side of the window, in order as directed by installation instructions.

3.4 PROTECTION AND CLEANING

- A. Protect installed work using adequate and suitable means during and after installation until accepted by owner.
- B. Remove, repair or replace materials which have been damaged in any way.
- C. Clean surfaces of grime and dirt using acceptable and recommended means and methods.

END OF SECTION 083344

SECTION 085653 - SECURITY WINDOWS AND 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. Fixed bullet resistant security windows.
 - 2. Bullet resistant security window sills.
 - 3. Aluminum trim for security windows.
- B. Related Sections:
 - 1. Division 02 Section for Selective Demolition.

1.3 PERFORMANCE REQUIREMENTS

- A. Ballistics-Resistance Performance: Provide units identical to those tested for compliance with requirements indicated, and as follows:
 - 1. Listed and labeled as bullet resisting according to UL 752.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for window units.
- B. The provider of this window must be ISO 9001:2008 Certified by an accredited registrar and provide proof of such. Provide manufacturer's instructions for installation and cleaning.
- C. Shop Drawings: For security windows. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Full-size section details of framing members, including internal armoring, reinforcement, and stiffeners.
 - 2. Glazing details.
 - 3. Counter top details.
 - 4. Details of deal tray, transaction drawer and speaking aperture.
 - 5. ½ size section details of aluminum trim members, including joinery.
- D. Samples for Initial Selection: For frame members with factory-applied color finishes.

- E. Welding certificates.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of security window and accessory indicated as ballistics resistant.
- G. Warranty: Sample of special warranty.
- H. Other Informational Submittals:
 - 1. Examination reports documenting inspections of substrates, areas, and conditions.
 - 2. Anchor inspection reports documenting inspections of built-in and cast-in anchors.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation and maintenance of units required for this Project.
- B. Source Limitations: Obtain security windows from single source from single manufacturer.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 2. AWS D1.6, "Structural Welding Code - Stainless Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Pack security windows in wood crates for shipment. Crate glazing separate from frames unless factory glazed.
- B. Label security window packaging with location in Project.
- C. Store crated security windows on raised blocks to prevent moisture damage.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.8 COORDINATION

- A. Coordinate installation of anchorages for security windows. 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 masonry. Deliver such items to Project site in time for installation.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace security windows that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
 - a. Structural failures including deflections exceeding 1/4 inch (6 mm).
 - b. Failure of welds.
 - c. Faulty operation of sliding window hardware.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 2. Warranty Period: One (1) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum Extrusions: ASTM B 221 (ASTM B 221M). Provide alloy and temper recommended by manufacturer for strength, corrosion resistance, and application of required finish, but not less than 22,000-psi (150-MPa) ultimate tensile strength and not less than 0.125 inch (3.2 mm) thick at any location for main frame and sash members.
- B. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 240/A 240M or ASTM A 666, austenitic stainless steel, Type 304 stretcher-leveled standard of flatness.
- C. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.
- D. Sealants: For sealants required within fabricated security windows, provide type recommended by manufacturer for joint size and movement. Sealant shall remain permanently elastic, non-shrinking, and non-migrating.
- E. Bullet resistant fiberglass panels: UL752 Standard for Bullet Resisting Equipment - Level 2, Paragraph 4.4.. Product composed of multiple layers of woven roving ballistic grade fiberglass cloth impregnated with thermoset polyester resin and compressed into flat rigid sheets. The production technique and materials used provide the controlled internal delamination or permit the capture of a penetrating projectile.
- F. Particleboard: Grade M-3 Industrial, according to the American National Standard (ANSI) for Mat-Formed Wood Particleboard, ANSI-A208.1 and shall meet or exceed the following:
1. Density 47 lbs/cu.ft.
 2. Moisture Content 6%

2.2 WINDOW COMPONENTS

- A. Glazing: Provide and install Glass-Clad Polycarbonate Clear Bullet Resistant Glazing

1. Bullet Resistance: Threat Level 2 in accordance to U.L. 752.
 2. Multi-ply Polycarbonate or Acrylic Polycarbonate Composite with all exposed edges polished clear.
 3. Comply with requirements of UL listing for ballistics-resistance level 2.
- B. Anchors, Clips, and Window Accessories: Stainless steel; hot-dip, zinc-coated steel or iron, complying with ASTM B 633.

2.3 FIXED SECURITY WINDOWS

A. Fixed Security Windows:

1. Through design, manufacturing technique and material application, frames shall be of the "non-ricochet type". This design is intended to permit the capture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.
2. The capturing barrier shall be UL listed bullet resistant composite. Ballistic protection level shall be UL level 2.
3. Frames shall be same protection level equal to or greater than glazing.
4. No field alterations to construction of the units fabricated under acceptable standards is allowed unless approved by the manufacturer and the architect.

B. Basis-of-Design Product: Subject to compliance with requirements, provide Armortex fixed security window with dip tray or comparable product by one of the following:

1. Action Bullet Resistant Corp.; a division of Action Storefronts, Inc.
2. Collier Safe Company, Inc.
3. National Bullet Proof, Inc.
4. Or approved equal.

C. Configuration: Bullet resistant panel with applied speak hole.

D. Ballistics Resistance: Level 2 when tested according to UL 752.

1. Framing Material: Extruded aluminum.
2. Framing Minimum Face Dimension: 1-1/2 to 2" inches.
3. Framing Depth: 5" minimum.
4. Head and Jamb Framing: Manufacturer's standard, lined with UL listed bullet resistant composite material.
5. Sill: Manufacturer's Standard 1" high channel frame.

E. Transaction Counter: Provide custom ballistic rated units with integral dip tray; not less than 1-7/8" thick with recessed dip tray

1. The shelf to be full width of window and 2" deeper on each side than existing wall construction, centered under the glazing, covered with a high pressure laminate.

- a. See drawings for custom counter configurations.
2. Provide bullet resistant panels under particleboard and surrounding deal tray.

2.4 ACCESSORIES

- A. Recessed, Non-ricochet Deal Trays: Formed from stainless steel; fabricated with recessed bullet trap to ricochet bullets away from secure side, with exposed flanges for recessed installation into horizontal surface.
 1. Provide Armortex Model RMDT 1012 w/ ballistic enclosure and DT-FL-12, recessed deal tray with flip lid or approved equal with slide lid.
 2. Deal tray to be constructed of 16 ga. stainless steel, # 3 finish 10" x 16" from the outside edge of flanges with a clear open depth under the glazing no less than 1 5/8".
 3. Ballistics Resistance: Same as security window.
 - a. Provide ballistic material enclosure for deal tray.
 4. Listed and labeled as bullet resisting according to UL 752.
- B. Speaking Apertures: Fabricate from cast stainless steel, designed to allow passage of speech at normal speaking volume without distortion.
 1. Provide Armortex Model SSBRS speak apertures or approved equal.
 2. Shape: Circular- 5" Diameter with radial slots.
 3. Listed and labeled as bullet resisting according to UL 752.

2.5 FABRICATION

- A. General: Fabricate security windows to provide a complete system for assembly of components and anchorage of window units.
- B. Framing: Miter or cope corners the full depth of framing; weld and dress smooth.
 1. Fabricate framing with manufacturer's standard, internal opaque armoring in thicknesses required for security windows to comply with ballistics-resistance performance indicated.
- C. Metal Protection: Separate dissimilar metals to protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
- D. Factory-cut openings in glazing for speaking apertures.

2.6 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:

1. Aluminum Items: Type 316 stainless-steel fasteners.
 2. Stainless-Steel Items: Type 316 stainless-steel fasteners.
 3. Galvanized-Steel Items: Plated steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.
 4. Dissimilar Metals: Type 316 stainless-steel fasteners. Fasteners for Anchoring to Other Construction: Unless otherwise indicated, select fasteners of type, grade, and class required to produce connections suitable for anchoring indicated items to other types of construction indicated.
- B. Provide concealed fasteners for interconnecting components and for attaching decorative metal items to other work unless exposed fasteners are unavoidable.
1. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.

2.7 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker
1. Use at John Hydock Elementary School.
- C. Color Anodic Finish: AAMA 611, AA-M12C22A32/A34, Class II, 0.010 mm or thicker.
1. Color: Match Architect's sample.
 2. Use at Mansfield Elementary School.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of security windows.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of security window connections before security window installation.
- C. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of security windows.
- D. Inspect built-in and cast-in anchor installations, before installing security windows, to verify that anchor installations comply with requirements. Prepare inspection reports.
1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
 2. Perform additional inspections to determine compliance of replaced or additional work. Prepare anchor inspection reports.

- E. For glazing materials whose orientation is critical for performance, verify installation orientation.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Provide anchorage devices and fasteners where needed to secure units to in-place construction.
- B. Perform cutting, drilling, and fitting required to install pre-fabricated and custom units. Set products accurately in location, alignment, and elevation, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items to be built into concrete, masonry, or similar construction.
- C. Fit exposed connections accurately together to form tight, hairline joints or, where indicated, uniform reveals and spaces for sealants and joint fillers. Where cutting, welding, and grinding are required for proper shop fitting and jointing of decorative metal, restore finishes to eliminate evidence of such corrective work.
- D. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing, or provide new units as required.
- E. Install concealed gaskets, joint fillers, insulation, and flashings as work progresses.
- F. Restore protective coverings that have been damaged during shipment or installation. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at same location.
 - 1. Retain protective coverings intact; remove coverings simultaneously from similarly finished items to preclude nonuniform oxidation and discoloration.

3.3 INSTALLATION

- A. Fasteners: Install security windows and drop box package passer using fasteners recommended by manufacturer with head style appropriate for installation requirements, strength, and finish of adjacent materials. Provide stainless-steel fasteners in stainless-steel materials.
- B. Sealants: Comply with requirements in Division 07 Section "Joint Sealants" for installing sealants, fillers, and gaskets.
- C. Metal Protection: Where dissimilar metals will contact each other, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended in writing by manufacturer for this purpose. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- D. Adjust security windows and drop box passage passers to provide a tight fit at contact points for smooth operation and a secure enclosure.

- E. Remove and replace defective work, including security windows that are warped, bowed, or otherwise unacceptable.

3.4 CLEANING AND PROTECTION

- A. Clean surfaces promptly after installation of security windows and drop box passage passers. Take care to avoid damaging the finish. Remove excess glazing and sealant compounds, dirt, and other substances.
 - 1. Lubricate security hardware as recommended by the manufacturer.
- B. Clean glass of preglazed security windows promptly after installation. Provide temporary protection to ensure that security windows are without damage at time of Substantial Completion.

END OF SECTION 085653

SECTION 087100 – DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Electromechanical door hardware.
 - 3. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section “Hollow Metal Doors and Frames”.
 - 2. Division 08 Section “Flush Wood Doors”.
 - 3. Division 28 Section “Access Control”.
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards:
 - 1. ANSI/BHMA Certified Product Standards - A156 Series
 - 2. UL10C – Positive Pressure Fire Tests of Door Assemblies

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
 - 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - b. Complete (risers, point-to-point) access control system block wiring diagrams.
 - c. Wiring instructions for each electronic component scheduled herein.

2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- E. Informational Submittals:
1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- D. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.

- E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control storage and software.
 - 4. Installation of permanent keys, cylinder cores and software.
 - 5. Address and requirements for delivery of keys.
- G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
 - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 - 3. Review sequence of operation narratives for each unique access controlled opening.
 - 4. Review and finalize construction schedule and verify availability of materials.
 - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Five years for exit hardware.
 - 2. Twenty five years for manual surface door closer bodies.
 - 3. Five years for motorized electric latch retraction exit devices.
 - 4. Two years for electromechanical door hardware.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
 - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.
 - 1. Quantity: Provide the following hinge quantity:
 - a. Two Hinges: For doors with heights up to 60 inches.
 - b. Three Hinges: For doors with heights 61 to 90 inches.
 - c. Four Hinges: For doors with heights 91 to 120 inches.
 - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
 - 2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
 - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
 - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
 - 3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
 - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
 - 4. Hinge Options: Comply with the following:

- a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
5. Manufacturers:
- a. Hager Companies (HA) - CB Series.
 - b. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK) - TA Series.
 - c. Stanley Hardware (ST) - CB Series.
- B. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 certified continuous geared hinge. with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.
1. Manufacturers:
- a. Bommer Industries (BO).
 - b. Hager Companies (HA).
 - c. Pemko Products; ASSA ABLOY Architectural Door Accessories (PE).

2.3 POWER TRANSFER DEVICES

- A. Concealed Quick Connect Electric Power Transfers: Provide concealed wiring pathway housing mortised into the door and frame for low voltage electrified door hardware. Furnish with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.
1. Manufacturers:
- a. Pemko Products; ASSA ABLOY Architectural Door Accessories (PE) – EL-CEPT Series.
 - b. Securitron (SU) - EL-CEPT Series.
 - c. Von Duprin (VD) - EPT-10 Series.
- B. Electric Door Wire Harnesses: Provide electric/data transfer wiring harnesses with standardized plug connectors to accommodate up to twelve (12) wires. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Provide sufficient number and type of concealed wires to accommodate electric function of specified hardware. Provide a connector for through-door electronic locking devices and from hinge to junction box above the opening. Wire nut connections are not acceptable. Determine the length required for each electrified hardware component for the door type, size and construction, minimum of two per electrified opening.
1. Provide one each of the following tools as part of the base bid contract:

- a. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK) - Electrical Connecting Kit: QC-R001.
- b. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK) - Connector Hand Tool: QC-R003.

2. Manufacturers:

- a. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK) – QC-C Series.

2.4 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

1. Manufacturers:

- a. Sargent Manufacturing (SA).

B. Cylinders: Original manufacturer cylinders complying with the following:

1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
5. Keyway: Match Facility Standard.

C. Keying System: Each type of lock and cylinders to be factory keyed.

1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
3. Existing System: Key locks to Owner's existing system.

D. Key Quantity: Provide the following minimum number of keys:

1. Change Keys per Cylinder: Two (2)
2. Master Keys (per Master Key Level/Group): Five (5).
3. Construction Keys (where required): Ten (10).

E. Construction Keying: Provide construction master keyed cylinders.

F. Key Registration List (Bitting List):

1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.

2. Provide transcript list in writing or electronic file as directed by the Owner.

2.5 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
 3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
 4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.
- B. Standards: Comply with the following:
 1. Strikes for Mortise Locks and Latches: BHMA A156.13.
 2. Strikes for Bored Locks and Latches: BHMA A156.2.
 3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
 4. Dustproof Strikes: BHMA A156.16.

2.6 ELECTRIC STRIKES

- A. Standard Electric Strikes: Heavy duty, cylindrical and mortise lock electric strikes conforming to ANSI/BHMA A156.31, Grade 1, UL listed for both Burglary Resistance and for use on fire rated door assemblies. Stainless steel construction with dual interlocking plunger design tested to exceed 3000 lbs. of static strength and 350 ft-lbs. of dynamic strength. Strikes tested for a minimum 1 million operating cycles. Provide strikes with 12 or 24 VDC capability and supplied standard as fail-secure unless otherwise specified. Provide latchbolt and latchbolt strike monitoring indicating both the position of the latchbolt and locked condition of the strike where specified.
 1. Manufacturers:
 - a. Folger Adam EDC (FO).
 - b. HES (HS).
- B. Surface Mounted Rim Electric Strikes: Surface mounted rim exit device electric strikes conforming to ANSI/BHMA A156.31, Grade 1, and UL Listed for both Burglary Resistance and for use on fire rated door assemblies. Construction includes internally mounted solenoid with two heavy-duty, stainless steel locking mechanisms operating independently to provide tamper resistance. Strikes tested for a minimum of 500,000 operating cycles. Provide strikes with 12 or 24 VDC capability supplied standard as fail-secure unless otherwise specified. Option available for latchbolt and latchbolt strike monitoring indicating both the position of the latchbolt and locked condition of the strike. Strike requires no cutting to the jamb prior to installation.

1. Manufacturers:

- a. HES (HS) - 9500/9600 Series.

- C. Provide electric strikes with in-line power controller and surge suppressor by the same manufacturer as the strike with the combined products having a five year warranty.

2.7 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
5. Electromechanical Options: Subject to same compliance standards and requirements as mechanical exit devices, electrified devices to be of type and design as specified in hardware sets. Include any specific controllers when conventional power supplies are not sufficient to provide the proper inrush current.
6. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
 - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
7. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
8. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.

9. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
 10. Extended cycle test: Devices to have been cycle tested in ordinance with ANSI/BHMA 156.3 requirements to 50 million cycles.
 11. Rail Sizing: Provide exit device rails factory sized for proper door width application.
 12. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.
1. Manufacturers:
 - a. Sargent Manufacturing (SA) - 80 Series.

2.8 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
 2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
 3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.
 4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
 5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
 6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with

adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.

1. Manufacturers:
 - a. Sargent Manufacturing (SA) - 351 Series.
 - b. Norton Door Controls (NO) - 7500 Series.

2.9 SURFACE MOUNTED CLOSER HOLDERS

- A. Closer Holder Release Devices: ANSI A156.15 certified closer holder release devices designed to hold open fire or smoke rated doors until interruption of signal from fire alarm, smoke detector or remote release switch. . Pull side, push side, or double egress mounting applications available with non-handed track and closer body and dual voltage input (24V/120V). Voltage to be 24VDC unless otherwise specified. Where optional detector is required, provide integral photo electric type with LED indicator. Auxiliary door stops are required at hold open point.

1. Manufacturers:
 - a. Norton Door Controls (NO) - 7700PT(D) Series.
 - b. Rixson Door Controls (RF) - Smok-Chek VI Series.
 - c. Sargent Manufacturing (SA) -351 EHT(D) Series.

2.10 ARCHITECTURAL TRIM

- A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
 - a. Stainless Steel: 300 grade, 050-inch thick.
5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.

6. Manufacturers:

- a. Hiawatha, Inc. (HI).
- b. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
- c. Trimco (TC).

2.11 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Manufacturers:

- a. Hiawatha, Inc. (HI).
- b. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
- c. Trimco (TC).

2.12 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Manufacturers:
 - 1. National Guard Products (NG).
 - 2. Pemko Products; ASSA ABLOY Architectural Door Accessories (PE).
 - 3. Reese Enterprises, Inc. (RE).

2.13 ELECTRONIC ACCESSORIES

- A. Push-Button Switches: Industrial grade momentary or alternate contact, back-lighted push buttons with stainless-steel switch enclosures. 12/24 VDC bi-color illumination suitable for either flush or surface mounting.
 - 1. Manufacturers:
 - a. Alarm Controls (AK) - TS Series.
 - b. Securitron (SU) - PB Series.
- B. Door Position Switches: Door position magnetic reed contact switches specifically designed for use in commercial door applications. On recessed models the contact and magnetic housing snap-lock into a 1" diameter hole. Surface mounted models include wide gap distance design complete with armored flex cabling. Provide SPDT, N/O switches with optional Rare Earth Magnet installation on steel doors with flush top channels.
 - 1. Manufacturers:
 - a. Sargent Manufacturing (SA) – 3280 Series.
 - b. Securitron (SU) - DPS Series.

2.14 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.15 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware

- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9

Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with

corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

- B. The supplier is responsible for handing and sizing all products and providing the correct option for the appropriate door type and material where more than one is presented in the hardware sets. Quantities listed are for each pair of doors, or for each single door.
- C. Index

Mark	Hardware
JH100-1	4.0
JH100-2	8.0
JH101-1	3.0
JH101-2	3.0
JH102-1	1.0
JH103-1	1.0
JH104-1	10.0
M100-1	4.0
M100-2	4.0
M100-3	7.0
M100-4	9.0
M100-5	9.0
M100-6	6.0
M101-1	5.0
M103-1	2.0

Hardware Sets

Set: 1.0

Doors: [JH102-1](#), [JH103-1](#)

2	Continuous Hinge	CFM__HD1 PT X LAR	PE	
1	Surface Vert Rod Exit, Exit Only	LC 16 55 NB8710 EO	US32D SA	<input type="checkbox"/>
1	Surface Vert Rod Exit	LC 55 56 NB8706 ETL	US32D SA	<input type="checkbox"/>
2	Cylinder	Cylinder as Required.	626	BE
2	Surface Closer	351 PS (brackets and drop plate as required)	689	SA
2	Kick Plate	K1050 10" high BEV CSK	US32D	RO
1	Gasketing	S88BL (Head & Jambs)		PE

1	Astragal	S771C		PE	
2	ElectroLynx Harness (frame)	QC-C1500P		MK	<input type="checkbox"/>
2	ElectroLynx Harness (door)	QC-C*** (Length / Type as Required)		MK	<input type="checkbox"/>
1	Wiring Diagram	WD-SYSPK (Elevations and Point to Point)		SA	
2	Electric Power Transfer	EL-CEPT		SU	<input type="checkbox"/>
2	Position Switch	DPS-M-BK		SU	<input type="checkbox"/>
1	Power Supply	AQD4-8C8R2		SU	

Notes: CARD READER BY SALTO. PRESENTING AUTHORIZED CREDENTIAL TO CARD READER WILL UNLOCK EXIT DEVICE ALLOWING ACCESS. EGRESS IS BY EXIT DEVICE WHICH HAS RX SWITCH. EMERGENCY ACCESS BY KEY.

Set: 2.0

Doors: M103-1

3	Hinge (heavy weight)	T4A3786 x NRP FT	US26D	MK	
1	Fail Secure Electric Lock	8271-24V LNL (modified inside trim rigid, outside trim electric fail secure)	US26D	SA	<input type="checkbox"/>
1	Cylinder	Cylinder as Required.	626	BE	
1	Electric Strike	1600-CS-LM 2004M 2005M	630	HS	<input type="checkbox"/>
1	Surface Closer	351 PS (brackets and drop plate as required)	689	SA	
1	Kick Plate	K1050 10" high BEV CSK	US32D	RO	
1	Gasketing	S88BL (Head & Jambs)		PE	
2	ElectroLynx Harness (frame)	QC-C1500P		MK	<input type="checkbox"/>
1	ElectroLynx Harness (door)	QC-C*** (Length / Type as Required)		MK	<input type="checkbox"/>
1	Wiring Diagram	WD-SYSPK (Elevations and Point to Point)		SA	
1	Electric Power Transfer	EL-CEPT		SU	<input type="checkbox"/>
1	Position Switch	DPS-M-BK		SU	<input type="checkbox"/>
1	Power Supply	AQD4-8C8R2		SU	

Notes: CARD READER BY SALTO. DURING NORMAL SCHOOL HOURS CORRIDOR TRIM IS UNLOCKED ELECTRICALLY. RECEPTION TRIM IS ALWAYS LOCKED. ELECTRIC STRIKE IS OPERATED BY CARD READER OR PUSH BUTTON AT RECEPTION DESK. AFTER SCHOOL HOURS THE CORRIDOR TRIM IS LOCKED

ELECTRICALLY AND ACCESS OR EGRESS IS BY CARD READER WHICH UNLOCKS
 ELECTRIC STRIKE. EMERGENCY ACCESS OR EGRESS IS BY KEY.
 DPS BY SECURITY VENDER.

Set: 3.0

Doors: JH101-1, JH101-2

2	Electromechanical Surface Closer	351 EHT-Push	ED	SA	<input type="checkbox"/>
1	Power Supply	AQD4-8C8R2		SU	

Notes: REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS
 EXISTING. VERIFY LOCKSET/ EXIT TYPE. VERIFY HINGES AND EXISTING
 HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.
 HOLD OPEN TURNED ON AND OFF BY ACCESS CONTROL SYSTEM.
 DPS BY SECURITY VENDER.

Set: 4.0

Doors: JH100-1, M100-1, M100-2

3	Existing Door Frame	and Hardware		OT	
3	Electric Strike	1600-CS-LM 2004M 2005M	630	HS	
1	Power Supply	AQD4-8C8R2		SU	

Notes: EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET/
 EXIT TYPE. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION
 AND INSTALLED CORRECTLY.

POWER SUPPLY FOR JH100-1. DPS BY SECURITY VENDOR.

Set: 5.0

Doors: M101-1

1	Surface Vert Rod Exit, Exit Only	LC 16 55 NB8710 EO	US32D	SA	<input type="checkbox"/>
1	Surface Vert Rod Exit	LC 55 56 NB8706 ETL	US32D	SA	<input type="checkbox"/>
2	Cylinder	Cylinder as Required.	626	BE	
1	Wiring Diagram	WD-SYSPK (Elevations and Point to Point)		SA	
2	Door Loop	TSB-C		SU	<input type="checkbox"/>
1	Push Button	PB		SU	<input type="checkbox"/>
1	Power Supply	AQD4-8C8R2		SU	

Notes: CARD READER AND DPS BY SECURITY VENDOR. PRESENTING AUTHORIZED CREDENTIAL TO CARD READER OR PUSH BUTTON AT DESK WILL UNLOCK EXIT DEVICE ALLOWING ACCESS. EGRESS IS BY EXIT DEVICE WHICH IS MONITORED BY REX SWITCH. EMERGENCY ACCESS BY KEY.

REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET/ EXIT TYPE. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.

Set: 6.0

Doors: M100-6

1	Electric Strike	9600-LBM	630	HS	<input type="checkbox"/>
1	SMART Pac Bridge Rectifier	2005M3		HS	<input type="checkbox"/>
1	Power Supply	AQD4-8C8R2		SU	

Notes: CARD READER AND DPS BY SECURITY VENDOR. PRESENTING AUTHORIZED CREDENTIAL TO CARD READER WILL UNLOCK ELECTRIC STRIKE ALLOWING ACCESS. FREE EGRESS BY EXIT DEVICE. SHARE POWER SUPPLY WITH DOOR M100-3.

REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET/ EXIT TYPE. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.

Set: 7.0

Doors: M100-3

1	Electric Strike	9600-LBM	630	HS	<input type="checkbox"/>
1	SMART Pac Bridge Rectifier	2005M3		HS	<input type="checkbox"/>
1	Power Supply	AQD4-8C8R2		SU	

Notes: CARD READER BY SECURITY VENDOR. PRESENTING AUTHORIZED CREDENTIAL TO CARD READER WILL UNLOCK ELECTRIC STRIKE ALLOWING ACCESS. FREE EGRESS BY EXIT DEVICE.

REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET/ EXIT TYPE. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.

Set: 8.0

Doors: JH100-2

1 Existing Door Frame and Hardware OT

Notes: CARD READER BY SECURITY VENDOR. PRESENTING AUTHORIZED CREDENTIAL TO CARD READER WILL UNLOCK ELECTRIC STRIKE ALLOWING ACCESS. FREE EGRESS BY EXIT DEVICE.

REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET/ EXIT TYPE. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.

Set: 9.0

Doors: M100-4, M100-5

1	Exit Device (exit only)	16 8810	US32D	SA	
1	Electric Strike	1600-CS-LM 2004M 2005M	630	HS	<input type="checkbox"/>
2	Cylinder	Cylinder as Required.	626	BE	
1	SMART Pac Bridge Rectifier	2005M3		HS	<input type="checkbox"/>

Notes: REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET/ EXIT TYPE. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.

DPS BY SECURITY VENDER.

Set: 10.0

Doors: JH104-1

1 Salto Integrated Lock As Required OT

Notes: REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.
 DPS BY SECURITY VENDER.

END OF SECTION 087100

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
 - 1. Windows.
 - 2. Doors and vision lites.
 - 3. Bullet resistant glazing/polycarbonate for doors, vision lites and equipment.
 - B. Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
 - C. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
 - D. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
 - E. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.
 - F. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
- 1.01 REFERENCES
- 1. ANSI Z97.1 - American National Standard for Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
 - 2. ASTM C1036 - Standard Specification for Flat Glass.
 - 3. ASTM C1048 - Standard Specification for Heat-Treated Flat Glass -- Kind HS, Kind FT Coated and Uncoated Glass.

4. ASTM C1349 - Standard Specification for Architectural Flat Glass Clad Polycarbonate.
5. ASTM E2188 - Standard Test Method for Insulating Glass Unit Performance.
6. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.
7. ASTM F1233 - Standard Test Method for Security Glazing Materials and Systems.
8. CPSC 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.
9. HP White TP-0500 - Transparent Materials for Use in Forced Entry or Containment Barriers. Earlier versions of this standard will not be accepted.
10. Walker, McGough, Foltz and Lyerla - WMFL 8801 Attack Resistant Standard.
11. Underwriter's Laboratories - UL 752 Bullet Resisting Equipment.
12. National Institute of Justice - NIJ 0108.01 Ballistic Resistant Protective Materials.
13. GANA Glazing Manual; Glass Association of North America.
14. GANA Sealant Manual; Glass Association of North America.
15. GANA Laminated Glass Design Guide; Glass Association of North America.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: 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. Glass Design: Glass thickness 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 designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
 1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
 - a. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour (meters per second) at 33 feet (10 m) above grade, according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
 - 1) Basic Wind Speed: 100 MPH.
 - 2) Importance Factor: 1.5.
 - 3) Exposure Category: B.
 - b. Probability of Breakage for Vertical Glazing: 1 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.
 - c. Maximum Lateral Deflection: For the following types of glass supported on all 4 edges, provide thickness required that limits center deflection at design wind pressure to 1/50 times the short side length or 1 inch (25 mm), whichever is less.
 - 1) For insulating glass.
 - d. Minimum Glass Thickness for Exterior Lites: Not less than 6.0 mm.

- e. Thickness of Tinted and Heat-Absorbing Glass: Provide the same thickness for each tint color indicated throughout Project.
- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
1. For monolithic-glass lites, properties are based on units with lites 6.0 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. Center-of-Glass Values: Based on using LBL-44789 WINDOW 5.0 computer program for the following methodologies:
 - a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. x h x deg F (W/sq. m x K).
 - b. Solar Heat Gain Coefficient: NFRC 200.
 - c. Solar Optical Properties: NFRC 300.

1.4 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Samples: For the following products, in the form of 12-inch- (300-mm-) square Samples for glass.
 1. Insulating glass for each designation indicated.
- C. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.
 1. For solar-control low-e-coated glass, provide documentation demonstrating that manufacturer of coated glass is certified by coating manufacturer.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance; and who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.

- B. Source Limitations for Glass: Obtain the following through one source from a single manufacturer for each glass type: coated float glass, laminated glass, and insulating glass.
- C. Source Limitations for Glazing Accessories: Obtain glazing accessories through one source from a single manufacturer for each product and installation method indicated.
- D. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following testing and inspecting agency:
 - 1. Insulating Glass Certification Council.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.

1.7 PROJECT 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.

1.8 WARRANTY

- A. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to Owner and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2. Products: Subject to compliance with requirements, provide one of the products specified.
3. Product: Subject to compliance with requirements, provide product specified.
4. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
5. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.
6. Basis-of-Design Product: The design for each glazing product is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

2.2 GLASS PRODUCTS

- A. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; of class, kind, and condition indicated.
1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.
 2. For uncoated glass, comply with requirements for Condition A.
 3. For coated vision glass, comply with requirements for Condition C (other uncoated glass).
 4. Provide Kind FT (fully tempered) float glass in place of annealed float glass where safety glass is indicated.

2.3 FIRE-RATED GLAZING PRODUCTS

- A. Laminated Ceramic Glazing Material: Proprietary Category II safety glazing product in the form of 2 lites of clear ceramic glazing material laminated together to produce a laminated lite of 5/16-inch (8-mm) nominal thickness; polished on both surfaces; weighing 4 lb/sq. ft. (19.5 kg/sq. m); and as follows:
1. Fire-Protection Rating: As indicated for the assembly in which glazing material is installed, and permanently labeled by a testing and inspecting agency acceptable to authorities having jurisdiction.
 2. Polished on both surfaces, transparent.
 3. Product: "FireLite Plus" by Nippon Electric Glass Co., Ltd., and distributed by Technical Glass Products.

2.4 GLAZING GASKETS

- A. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:
1. EPDM, ASTM C 864.
 2. Silicone, ASTM C 1115.

3. Thermoplastic polyolefin rubber, ASTM C 1115.
 4. Any material indicated above.
- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:
1. Neoprene.
 2. EPDM.
 3. Silicone.
 4. Thermoplastic polyolefin rubber.
 5. Any material indicated above.
- C. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

2.5 GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will 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. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.
- B. Elastomeric Glazing Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
1. Single-Component Neutral- and Basic-Curing Silicone Glazing Sealants:
 - a. Products:
 - 1) GE Silicones; SilPruf SCS2000.
 - 2) Pecora Corporation; 864.
 - 3) Pecora Corporation; 890.
 - 4) Polymeric Systems Inc.; PSI-641.
 - 5) Sonneborn, Div. of ChemRex, Inc.; Omniseal.
 - 6) Tremco; Spectrem 3.
 - b. Type and Grade: S (single component) and NS (nonsag).
 - c. Use Related to Exposure: NT (nontraffic).
 - d. Uses Related to Glazing Substrates: M, G, A, and, as applicable to glazing substrates indicated, O.

- C. Glazing Sealants for Fire-Resistive Glazing Products: Identical to products used in test assemblies to obtain fire-protection rating.

2.6 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based elastomeric tape with a solids content of 100 percent; 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; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 - 1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 - 2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:
 - 1. Type 1, for glazing applications in which tape acts as the primary sealant.
 - 2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.7 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze 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.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with outdoor and indoor faces.
- C. Grind smooth and polish exposed glass edges and corners.

2.8 MONOLITHIC FLOAT-GLASS UNITS

- A. Uncoated Clear Float-Glass Units G-B: Class 1 (clear) annealed or Kind HS (heat-strengthened) float glass where heat strengthening is required to resist thermal stresses induced by differential shading of individual glass lites and to comply with system performance requirements or Kind FT (fully tempered) as noted.
 - 1. Thickness: 6.0 mm.
 - 2. Fully tempered.

2.9 BULLET RESISTANT LAMINATED-GLASS UNITS

A. Bullet Resistant Glass Units G-C: Laminated construction, as noted.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Global Security Glazing UL Level 2 - Secur-Tem + Poly or approved equal by the following:
 - a. Old Castle Glass.
 - b. Dlubak Specialty Glass Corporation.
 - c. And/or approved equal.
2. Properties
 - a. Construction: Glass-clad polycarbonate with exposed polycarbonate surface on the safe side. Abrasion resistant coating on safe side.
 - b. Thickness: .952" nominal
 - c. Weight: 11.11 lbs./sq. ft.
 - d. Performance Testing: Ballistic, UL 752 Level 2, .357 Magnum Jacketed lead Soft Point. No Spall, No Penetration.
 - e. U-Value: .84
 - f. Light Transmission: .78
 - g. Approximate Visible Transmission: 85 percent.
 - h. Approximate Visible Reflection: 9 .percent
 - i. Fire-rating: 20 minutes to 3 hours for doors; 20 minutes to 90 minutes for other applications. See drawings for required rating.
 - j. Positive Pressure Test: UL 10C, UBC 7-2 and 7-4; passes.

2.10 FIRERATED LAMINATED-GLASS UNITS

A. Firerated-Glass Units G-F: Laminated construction, polished both sides, and as noted.

1. Manufacturers:
 - a. Technical Glass Products.
 - b. SaftiFirst.
 - c. Vetrotech.
 - d. And/or approved equal.
2. Properties
 - a. Thickness: 5/16 inch [8 mm] overall
 - b. Weight: 4 lbs./sq. ft.
 - c. Approximate Visible Transmission: 85 percent.
 - d. Approximate Visible Reflection: 9 .percent
 - e. Fire-rating: 20 minutes to 3 hours for doors; 20 minutes to 90 minutes for other applications. See drawings for required rating.
 - f. Positive Pressure Test: UL 10C, UBC 7-2 and 7-4; passes.

2.11 LAMINATED-GLASS UNITS

A. Heat-Treated Laminated-Glass Units G-D:

1. Manufacturers:
 - a. Monsanto Co..
 - b. DuPont.
 - c. PPG
 - d. And/or approved equal.
2. Kind LT, consisting of two lites of fully tempered float glass.
3. Outer Lite: Class 1 (clear) float glass.
 - a. Kind FT (fully tempered).
 - b. Thickness: 5.0 mm (3/16").
4. Inner Lite: Class 1 (clear) float glass.
 - a. Kind FT (fully tempered).
 - b. Thickness: 5.0 mm (3/16").
5. Plastic Interlayer:
 - a. Thickness: **0.075 inch (1.52 mm)**, but not less than that required to comply as a Type II safety glass material.
 - b. Interlayer Color: Clear.

2.12 IMPACT RESISTANT GLAZING FILM

- A. Applied Impact Resistant Film Over Existing Glazing Units G-E
- B. See Section 083444 - Applied Impact Protection Film Systems.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing glazing, 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.

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.

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. 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 088000

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes non-load-bearing steel framing members for the following applications:
 - 1. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.
- B. Evaluation Reports: For embossed, high-strength steel studs and tracks firestop tracks post-installed anchors and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

1.5 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association the Steel Framing Industry Association or the Steel Stud Manufacturers Association.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E119 by an independent testing agency.

- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.
- C. Horizontal Deflection: For composite and non-composite wall assemblies, limited to 1/360 of the wall height based on horizontal loading of **5 lbf/sq. ft. (239 Pa)**.

2.2 NON-LOAD-BEARING STEEL FRAMING, GENERAL

- 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/A 653M, G60 (Z180) , hot-dip galvanized, unless otherwise indicated.
 - 3. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ClarkDietrich.
 - b. MarinoWARE.

2.3 STEEL FRAMING FOR FRAMED ASSEMBLIES

- A. Steel Studs and Runners: ASTM C 645.
 - 1. Minimum Base-Metal Thickness: 0.0312 inch (0.79 mm) or as required to satisfy the indicated fire rating assembly.
 - 2. Minimum Base-Metal Thickness: 0.0475 inch where indicated and where unbraced heights of walls are greater than 12'-0".
 - 3. Depth: As indicated on Drawings
- B. Slip-Type Head Joints: Where indicated, provide one of the following:
 - 1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- (50.8-mm-) deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
 - 2. Deflection Track: Steel sheet top runner 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.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) Steel Network Inc. (The); VertiClip SLD Series.
 - 2) Superior Metal Trim; Superior Flex Track System (SFT).
- C. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: 0.0179 inch (0.45 mm) 0.027 inch (0.7 mm) .
- D. Cold-Rolled Channel Bridging: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm-) wide flanges.
 1. Depth: 1-1/2 inches (38.1 mm) , unless otherwise indicated.
 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38.1 by 38.1 mm), 0.068-inch- (1.73-mm-) thick, galvanized steel.
- E. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 1. Minimum Base Metal Thickness: 0.0179 inch (0.45 mm) 0.0312 inch (0.79 mm) .
 2. Depth: 1-1/2 inches (38.1 mm), unless otherwise indicated.
- F. Resilient Furring Channels: 1/2-inch- (12.7-mm-) deep, steel sheet members designed to reduce sound transmission.
 1. Configuration: Asymmetrical or hat shaped .
- G. Cold-Rolled Furring Channels: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm-) wide flanges.
 1. Depth: 3/4 inch (19.1 mm), unless otherwise indicated.
 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum bare-steel thickness of 0.0312 inch (0.79 mm).
 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch- (1.59-mm-) diameter wire, or double strand of 0.0475-inch- (1.21-mm-) diameter wire.

2.4 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
- B. Hanger Attachments to Concrete:
 1. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES [AC01] [AC193] [AC58] [or] [AC308] as appropriate for the substrate.
 - a. Uses: Securing hangers to structure.
 - b. Type: torque-controlled, adhesive anchor.
 - c. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941 (ASTM F1941M), Class Fe/Zn 5, unless otherwise indicated.
 - d. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F593 (ASTM F738M), and nuts, ASTM F594 (ASTM F836M).
 2. Power-Actuated Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

- C. Wire Hangers: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.
- D. Flat Hangers: Steel sheet, 1 by 3/16 inch (25 by 5 mm) by length indicated.
- E. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-steel thickness of 0.0538 inch (1.367 mm) and minimum 1/2-inch- (13-mm-) wide flanges.
 - 1. Depth: 2 inches (51 mm).
- F. Grid Suspension System for Gypsum Board Ceilings: ASTM C645, direct-hung system composed of main beams and cross-furring members that interlock.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Armstrong Ceiling & Wall Solutions.
 - b. Approved equal.

2.5 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 (3.2 mm) 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.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.
- B. Coordination with Sprayed Fire-Resistive Materials:
 - 1. Before sprayed fire-resistive materials are applied, attach offset anchor plates or ceiling tracks to surfaces indicated to receive sprayed fire-resistive materials. Where offset anchor plates are required, provide continuous plates fastened to building structure not more than 24 inches (610 mm) o.c.
 - 2. After sprayed fire-resistive materials are applied, remove them only to extent necessary for installation of non-load-bearing steel framing. Do not reduce thickness of fire-resistive materials below that are required for fire-resistance ratings indicated. Protect adjacent fire-resistive materials from damage.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- B. Install studs so flanges within framing system point in same direction.
 - 1. Space studs as follows:
 - a. Single-Layer Application: 16 inches (406 mm) o.c., unless otherwise indicated.
 - b. Multilayer Application: 16 inches (406 mm) o.c., unless otherwise indicated.

- C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
1. Slip-Type Head Joints: Where 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 track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum **1/2-inch (13-mm)** clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings, unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
 6. Curved Partitions:
 - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
 - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs **6 inches (150 mm)** o.c.
 - 7.
- D. Direct Furring:
1. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

3.5 INSTALLING CEILING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
1. Hangers: **48 inches (1219 mm)** o.c.
 2. Carrying Channels (Main Runners): **48 inches (1219 mm)** o.c.

3. Furring Channels (Furring Members): 16 inches (406 mm) 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. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 5. Do not attach hangers to steel roof deck.
 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- F. 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.
- G. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Interior gypsum board.
- 2. Sound attenuation batts.

- B. Related Sections include the following:

- 1. Division 09 Section "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board.
- 2. Division 09 Sections for primers applied to gypsum board surfaces.
- 3. Division 09 Section "Specialty Drywall Trim" for drywall trim associated with thermally fused laminated door detail at CHS - South.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Samples: For the following products:

- 1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

1.4 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

1.5 PROJECT 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 interior products 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 PANELS, 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. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Gypsum Co.
 - b. G-P Gypsum.
 - c. National Gypsum Company.
 - d. USG Corporation.
- B. Standard Gypsum Board: ASTM C 1629/C 1629M.
 - 1. Core: 5/8 inch (15.9 mm), Type X.
 - 2. Long Edges: Tapered.
 - 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet .
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.

- d. U-Bead: J-shaped; exposed short flange does not receive joint compound.
- e. Expansion (control) joint.
- f. Curved-Edge Cornerbead: With notched or flexible flanges.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 1. Interior Gypsum Wallboard: Paper.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 1. Prefilling: At open joints , rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
 5. Skim Coat: For final coat of Level 5 finish, use high-build interior coating product designed for application by airless sprayer and to be used instead of skim coat to produce Level 5 finish .

2.5 GLASS-FIBER BLANKET INSULATION FOR SOUND ATTENUATION

- A. Manufacturers:
 1. CertainTeed Corporation.
 2. Guardian Fiberglass, Inc.
 3. Johns Manville.
 4. Owens Corning.
 5. Or approved equal
- B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
 - 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).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

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. Comply with ASTM C 840.
- B. 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.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. 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.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.

2. Fit gypsum panels around ducts, pipes, and conduits.
 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) 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.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
1. Very High Impact Type (VHI): As indicated on Drawings.
- B. Single-Layer Application:
1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) , unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
1. On ceilings, apply gypsum board indicated for base layers before applying face layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
 2. 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.
 3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
 4. Fastening Methods: Fasten base layers and face layers separately to supports with screws .
- D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

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. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners, unless otherwise indicated .
 - 2. LC-Bead: Use at exposed panel edges.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints , rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 2: Panels that are substrate for acoustical tile.
 - 3. Level 3: Where indicated on Drawings.
 - 4. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
 - 5. Level 5: Where indicated on Drawings.

3.6 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. 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 092900

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes acoustical panels and exposed suspension systems for ceilings.
 - 1. Where indicated to match existing ceiling tile in renovated areas, use same ceiling panel type as currently installed.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete at ceilings.

1.3 DEFINITIONS

- A. AC: Articulation Class.
- B. CAC: Ceiling Attenuation Class.
- C. LR: Light Reflectance coefficient.
- D. NRC: Noise Reduction Coefficient.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
 - 1. Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating costs for each product having recycled content.
 - 2. Product Data for Credit EQ 4.1: For sealants, documentation including printed statement of VOC content.
 - 3. Laboratory Test Reports for Credit EQ 4: For ceiling systems, documentation indicating that products 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. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
1. Acoustical Panel: Set of 6-inch- (150-mm-) square Samples of each type, color, pattern, and texture.
 2. Exposed Suspension System Members, Moldings, and Trim: Set of 12-inch- (300-mm-) long Samples of each type, finish, and color.

1.5 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. Suspended ceiling components.
 2. Structural members to which suspension systems will be attached.
 3. Size and location of initial access modules for acoustical panels.
 4. Items penetrating finished ceiling including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
 5. Perimeter moldings.
- B. Qualification Data: For testing agency.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each acoustical panel ceiling.
- D. Research/Evaluation Reports: For each acoustical panel ceiling and components and anchor and fastener type .

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Acoustical Ceiling Panels: Full-size panels equal to [2] percent of quantity installed.
 2. Suspension-System Components: Quantity of each exposed component equal to [2] percent of quantity installed.
 3. Hold-Down Clips: Equal to [2] percent of quantity installed.
 4. Impact Clips: Equal to [2] percent of quantity installed.

1.8 QUALITY ASSURANCE

- A. Acoustical Testing Agency Qualifications: An independent testing laboratory, or an NVLAP-accredited laboratory, with the experience and capability to conduct the testing indicated. NVLAP-accredited laboratories must document accreditation, based on a "Certificate of Accreditation" and a "Scope of Accreditation" listing the test methods specified.
- B. Source Limitations:
 - 1. Acoustical Ceiling Panel: Obtain each type through one source from a single manufacturer.
 - 2. Suspension System: Obtain each type through one source from a single manufacturer.
- C. Fire-Test-Response Characteristics: Provide acoustical panel ceilings that comply with the following requirements:
 - 1. Fire-Resistance Characteristics: Where indicated, provide acoustical panel ceilings identical to those of assemblies tested for fire resistance per ASTM E 119 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - a. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory"
 - b. Identify materials with appropriate markings of applicable testing and inspecting agency.
 - 2. Surface-Burning Characteristics: Provide acoustical panels with the following surface-burning characteristics complying with ASTM E 1264 for Class A materials as determined by testing identical products per ASTM E 84:
- D. Seismic Standard: Provide acoustical panel ceilings designed and installed to withstand the effects of earthquake motions according to the following:
 - 1. CISCA's Recommendations for Acoustical Ceilings: Comply with CISCA's "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings--Seismic Zones 0-2."

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.
- B. Sequencing: Coordinate with the Work of all trades above the ceiling and penetrating or supported by it. Do not start Work until all appropriate Work above the ceiling is complete.

1.11 COORDINATION

- A. Coordinate layout and installation of acoustical panels and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

1.12 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Panels: Full-size panels equal to 2.0 percent of quantity installed.
 - 2. Suspension System Components: Quantity of each exposed component equal to 2.0 percent of quantity installed.
 - 3. Hold-Down Clips: Equal to 2.0 percent of quantity installed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 50 or less.
- C. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 ACOUSTICAL PANELS, GENERAL

- A. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.
- B. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
 - 1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.
- C. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.
- D. Antimicrobial Fungicide Treatment: Provide acoustical panels with face and back surfaces coated with antimicrobial treatment consisting of manufacturer's standard formulation with fungicide added to inhibit growth of mold and mildew and showing no mold or mildew growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.3 ACOUSTICAL PANELS FOR ACOUSTICAL PANEL CEILING

- A. Basis of Design: Subject to compliance with project requirements, the design is based on the following:
 - 1. Match existing ceiling panels in each room.

2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.
- B. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.
 - 1. High-Humidity Finish: Comply with ASTM C 635 requirements for "Coating Classification for Severe Environment Performance" where high-humidity finishes are indicated.
- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

- D. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 2. Size: Select wire diameter so its stress at 3 times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.
- E. Hanger Rods : Mild steel, zinc coated or protected with rust-inhibitive paint.
- F. Edge Molding and Trim: Metal or extruded plastic of type and profiles indicated, or, if not indicated, provide manufacturer's standard molding for edges and penetration of ceiling which matches the width of the suspension system.
1. For circular penetrations of ceiling, provide edge molding fabricated to diameter required to fit penetration exactly.
 2. For acoustical tile adhered to substrate, provide edge molding at ceiling perimeters and where indicated.
 3. For bullnose concrete block, provide cut side corner caps matching radius of block.
- G. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- H. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- I. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.
- J. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical panels in-place.
- K. Hold-Down Clips: Where indicated, provide manufacturer's standard hold-down clips spaced 24 inches (610 mm) o.c. on all cross tees.
1. Provide at entrances and vestibules where new panels are installed.

2.5 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide USG Interiors, Inc; Donn DX/DXL or a comparable product by one of the following:
1. Armstrong World Industries, Inc.
 2. USG Interiors, Inc.; Subsidiary of USG Corporation.
 3. Chicago Metallic Corp.
- B. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation, with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.

1. Structural Classification: Intermediate-duty system.
2. End Condition of Cross Runners: Override (stepped) type.
3. Face Design: Flat, flush.
4. Cap Material: Steel cold-rolled sheet.
5. Cap Finish: Painted white .

2.6 METAL EDGE MOLDINGS AND TRIM

- A. Products: Subject to compliance with requirements, provide one of the following:
1. Armstrong World Industries, Inc.;
 2. Chicago Metallic Corporation;
 3. USG Interiors, Inc.;
- B. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong World Industries, Inc; Prelude XL Fire Guard, 15/16" or a comparable product by one of the following:
1. USG
 2. Chicago Metallic Corp.
- C. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension system runners.
1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners, unless otherwise indicated.
 2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
 3. Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; organic coating: as specified below). Apply baked enamel complying with paint manufacturer's written instructions for cleaning, conversion coating, and painting.
 - a. Organic Coating: Thermosetting, primer/topcoat system with a minimum dry film thickness of 0.8 to 1.2 mils (0.02 to 0.03 mm).

2.7 ACOUSTICAL SEALANT

- 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. Acoustical Sealant for Exposed and Concealed Joints:
 - a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.

- b. USG Corporation; SHEETROCK Acoustical Sealant.
- B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
- 1. Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant.
 - 2. Acoustical 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."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic design requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- 1. Fire-Rated Assembly: Install fire-rated ceiling systems according to tested fire-rated design.
 - 2. Locate hangers near each end and spaced 4'-0" along each runner.
- B. Suspend ceiling hangers only from building's structural members and as follows:
- 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Locate hangers near each end and spaced 4'-0" along each runner. Provide additional hangers or members required for support of items penetrating or supported by the ceiling.

3. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 4. Splay hangers only where required and, if permitted with fire-resistance-rated ceilings, to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 5. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 6. Secure wire hangers to ceiling suspension members and to supports above with looping and wire-tying, a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 7. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both structure to which hangers are attached and type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 8. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 9. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 10. Do not attach hangers to steel deck tabs.
 11. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 12. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
 13. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

- F. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
1. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.
 2. For reveal-edged panels on suspension system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 3. For reveal-edged panels on suspension system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension system surfaces and panel faces flush with bottom face of runners.
 4. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
 5. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions, unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner may engage a qualified special inspector to perform the following special inspections and prepare reports:
1. Suspended ceiling system.
 2. Hangers, anchors and fasteners.
- B. Testing Agency: Owner may engage a qualified testing agency to perform tests and inspections and prepare test reports.
- C. Tests and Inspections: Testing and inspecting of completed installations of acoustical panel ceiling hangers and anchors and fasteners shall take place in successive stages, in areas of extent and using methods as follows. Do not proceed with installations of acoustical panel ceiling hangers for the next area until test results for previously completed installations of acoustical panel ceiling hangers show compliance with requirements.
1. Extent of Each Test Area: When installation of ceiling suspension systems on each floor has reached 20 percent completion but no panels have been installed.
 - a. Within each test area, testing agency will select 1 of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf (890 N) of tension; it will also select one of every 2 postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf (1957 N) of tension.
 - b. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.
- D. Remove and replace acoustical panel ceiling hangers and anchors and fasteners that do not pass tests and inspections and retest as specified above.

3.5 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 096519 - RESILIENT TILE FLOORING

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. This section incorporates both Base Bid and Alternates.

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl composition floor tile.
 - 2. Moisture mitigation system.
- B. Related Sections:
 - 1. Division 09 Section "Resilient Base and Accessories" for resilient base, reducer strips, and other accessories installed with resilient floor coverings.
 - 2. Division 01 Sections "Construction Waste Management and Disposal" and "Selective Demolition" for removal and disposal of existing finishes.
 - 3. Division 01 Section "Unit Prices" for requirements for moisture mitigation systems.

1.3 REFERENCES

- A. Technical Manuals
 - 1. Manufacturer's technical manuals for installation and maintenance.
 - 2. For specified Manufacturer:
 - a. Armstrong Flooring Guaranteed Installation Systems manual, F-5061.
 - b. Armstrong Flooring Maintenance Recommendations and Procedures, manual, F-8663
- B. ASTM International:
 - 1. ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
 - 2. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
 - 3. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
 - 4. ASTM F 1066 Standard Specification for Vinyl Composition Tile.
 - 5. ASTM F 1482, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring.
 - 6. ASTM F 1861 Standard Specification for Resilient Wall Base.
 - 7. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

8. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.

C. National Fire Protection Association (NFPA):

1. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
2. NFPA 258 Standard Test Method for Measuring the Smoke Generated by Solid Materials.

1.4 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.

B. Administrative Requirements

1. Pre-installation Meeting: Conduct an on-site pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.
2. Pre-installation Testing: Conduct pre-installation testing as follows:
 - a. Alkalinity and Adhesion Testing
 - b. Bond Testing
 - c. Moisture Testing

- C. Test Installations/ Mock-ups: Install at the project site a job mock-up using acceptable products and manufacturer approved installation methods, including concrete substrate testing. Obtain Owner's and Consultant's acceptance of finish color, texture and pattern, and workmanship standards.

1. Mock-Up Size: One 700 SF minimum classroom.
2. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
3. Incorporation: Mock-up may be incorporated into the final construction with Owner's approval.

D. Sequencing and Scheduling

1. Install flooring and accessories after the existing flooring and base materials, including all adhesive have been removed. Close spaces to traffic during the installation of the flooring.
2. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

B. Sustainable Design Submittals:

1. Product Data: For adhesives, indicating VOC content.

2. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.
 3. Product Data: For chemical-bonding compounds, indicating VOC content.
 4. Laboratory Test Reports: For chemical-bonding compounds, indicating compliance with requirements for low-emitting materials.
 5. Product Data: For sealants, indicating VOC content.
 6. Laboratory Test Reports: For sealants, indicating compliance with requirements for low-emitting materials.
 7. Laboratory Test Reports: For flooring products, indicating compliance with requirements for low-emitting materials.
 8. Environmental Product Declaration: For each product.
 9. Health Product Declaration: For each product.
 10. Sourcing of Raw Materials: Corporate sustainability report for each manufacturer.
- C. Shop Drawings: For each type of resilient floor tile.
1. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 2. Show details of special patterns including directional layout.
- D. Samples: Full-size units of each color, texture, and pattern of floor tile required.
1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 6" long, of each color required.
- E. Samples for Initial Selection: For each type of floor tile indicated.
- F. Samples for Verification: Full-size units of each color and pattern of floor tile required.
1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 12"x12" long, of each color required.
- G. Product Schedule: For floor tile. Use same designations indicated on Drawings.
- H. Submit Safety Data Sheets (SDS) available for adhesives, moisture mitigation systems, primers, patching/leveling compounds, floor finishes (polishes) and cleaning agents and Material Information Sheets for flooring products.
- I. Submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.
- 1.6 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For Installer.
- 1.7 CLOSEOUT SUBMITTALS
- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Coordinate mockups in this Section with mockups specified in other Sections.
 - a. Size: Minimum 700 sq. ft. 7 for typical type, color, and pattern in locations indicated.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile 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 (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

1.11 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.

- E. Install floor tile after other finishing operations, including painting, have been completed.

1.12 LIMITED WARRANTY

- A. Resilient Flooring: Submit a written warranty executed by the manufacturer, agreeing to repair or replace resilient flooring that fails within the warranty period.
- B. Limited Warranty Period: 10 years
- C. Limited Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.
- D. For the Limited Warranty to be valid, this product is required to be installed using the appropriate manufacturer's Flooring Guaranteed Installation System. Product installed not using the specific instructions from the Guaranteed Installation System will void the warranty.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. Flooring products shall comply with the 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."

2.2 VINYL COMPOSITION FLOOR TILE

- A. Manufacturer and Product: Subject to compliance with requirements, provide Standard Excelon Imperial Texture tile flooring manufactured by Armstrong Flooring Inc., or approved equal by the following:
 - 1. Congoleum Corporation.
 - 2. Or approved equal.
- B. Tile Standard: ASTM F1066, Class 2, through pattern.
- C. Wearing Surface: Smooth.
- D. Thickness: **0.125 inch (3.2 mm)**.
- E. Size: **12 by 12 inches (305 by 305 mm)**.
- F. Colors and Patterns: Match Architect's samples.

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 floor tile manufacturer for applications indicated.
- B. Adhesives: Full spread type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
 - 1. Adhesives shall have a VOC content of 15 g/L or less.
 - 2. Adhesive shall comply 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."
- C. Moisture Barrier: Two part moisture mitigation system.
 - 1. Product: S-452 Seal Strong as manufactured by Armstrong Flooring Inc., or approved equal.
 - 2. Moisture mitigation system shall be installed as a part of the BASE BID.
 - 3. Formulated to reduce moisture transmission from 100% RH.
- D. Primer: To aid in adhesive bond strength and reducing subfloor porosity. Provide manufacturer's recommended primer for subfloor surfaces and porosity.
- E. Transition/reducing strips tapered to meet abutting materials.
- F. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Site Verification of Conditions: Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections, are acceptable for product installation in accordance with manufacturer's instructions and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
 - 2. Verify substrate conditions comply with moisture tests, bond test, pH test, and other tests as indicated.
- B. Visually inspect flooring materials, adhesives and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.
- C. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.

- D. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
- E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Verify that substrates are dry and free of adhesives and other materials from prior installation of carpet or vinyl flooring.
 - 3. Remove substrate coatings, including adhesives from prior installations, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
 - 4. Bond Testing: Using the flooring material and recommended adhesives, install 3'x3' panels space approximately 50" apart through the subfloor area. Select areas next to walls, columns or other light traffic areas. Tape edges of panels to prevent edge drying of adhesive. If the panels are securely bonded after a period of 72 hours, one may conclude that the subfloor surface is sufficiently clean of foreign material for satisfactory installation of the resilient flooring.
 - 5. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
 - 6. Moisture Testing: Perform tests so that each test area does not exceed 3000 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F1869. 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. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 80 percent relative humidity level measurement.
- C. Remove all carpet, vinyl and adhesives for the substrates. Clean substrate to comply with flooring manufacturer's written requirements.
- D. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound approved by the flooring manufacturer; remove bumps and ridges to produce a uniform and smooth substrate.
 - 1. Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with manufacturer's

- approved patch and underlayment, self-leveling compound, and flexible patching and smoothing compound as recommended by the flooring manufacturer.
2. Moisture mitigation: In addition to other leveling and patching, install manufacturer's proprietary two part moisture mitigation system and acrylic primer.
 - a. Install moisture mitigation system at areas tested in accordance ASTM F1869 or ASTM F2170 to be in excess of allowable.
 - b. Moisture mitigation system shall be installed as a part of the BASE BID.**
 3. Prime substrate as recommended by the flooring manufacturer for installation method.
- E. Do not install floor tiles until materials are the same temperature as space where they are to be installed.
1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- F. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
1. Lay tiles square with room axis in pattern indicated.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
1. Lay tiles with grain direction alternating in adjacent tiles (basket-weave pattern) in pattern of colors and sizes indicated.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Install flooring on pan-type floor access covers. Maintain continuity of color and pattern within pieces of flooring installed on these covers. Adhere flooring to the subfloor around covers and to covers.
- F. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- H. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.

- I. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 1. Remove adhesive and other blemishes from surfaces.
 2. Sweep and vacuum surfaces thoroughly.
 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.
 1. Apply three coat(s).
- E. Joint Sealant: Apply sealant to resilient terrazzo floor tile perimeter and around columns, at door frames, and at other joints and penetrations.
- F. Cover floor tile until Substantial Completion.

END OF SECTION 096519

SECTION 096780 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Resilient wall base.
- 2. Resilient flooring accessories.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

- 1. Division 9 Section "Resilient Tile Flooring."

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for each type of product specified.
- C. Samples for initial selection purposes of manufacturer's standard sample sets in form of pieces cut from each type of product specified showing full range of colors and patterns available.
- D. Samples for verification purposes in manufacturer's standard sizes, but not less than 12 inches long, of each different color and pattern of product specified.
- E. Product certificates, in lieu of laboratory test reports when permitted by Architect, signed by manufacturer certifying that each product complies with requirements.

1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Products: Obtain each type and color of product specified from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
- B. Fire Performance Characteristics: Provide products with the following fire performance characteristics as determined by testing products per ASTM test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Critical Radiant Flux: 0.45 watts per sq. cm or more per ASTM E 648.

2. Smoke Density: Less than 450 per ASTM E 662.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in original manufacturer's unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather with ambient temperatures maintained between 50 deg F (10 deg C) and 90 deg F (32 deg C).
- C. Move products into spaces where they will be installed at least 48 hours in advance of installation.

1.6 PROJECT CONDITIONS

- A. Maintain a minimum temperature of 70 deg F (21 deg C) in spaces to receive products specified in this Section for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. After this period, maintain a temperature of not less than 55 deg F (13 deg C).
- B. Do not install products until they are at the same temperature as that of the space where they are to be installed.
- C. Close spaces to traffic during installation of products specified in this Section.

1.7 SEQUENCING AND SCHEDULING

- A. Sequence installing products specified in this Section with other construction to minimize possibility of damage and soiling during remainder of construction period.

1.8 EXTRA MATERIALS

- A. Deliver extra materials to Owner. Furnish extra materials matching products installed as described below, packaged with protective covering for storage, and identified with labels clearly describing contents.
 1. Furnish not less than 10 linear feet for each 500 linear feet or fraction thereof of each different type and color of resilient wall base installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products specified in each Product Data Sheet at end of this Section.

2.2 RESILIENT WALL BASE

- A. Rubber Wall Base: Type TS (rubber, vulcanized thermoset) or Type TP (rubber, thermoplastic).

2.3 RESILIENT ACCESSORIES

- A. Accessories: Products complying with requirements specified Product Data Sheet at end of this Section and as listed on the drawings.

2.4 INSTALLATION ACCESSORIES

- A. Concrete Slab Primer: Nonstaining type as recommended by flooring manufacturer.
- B. Trowelable Underlayments and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- C. Adhesives: Water-resistant type recommended by manufacturer to suit resilient flooring product and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of products specified in this Section will occur, with Installer present, to verify that substrates and conditions are satisfactory for installation and comply with manufacturer's requirements and those specified in this Section.
 - 1. Remove any remaining adhesive in areas where wall base has been removed.

3.2 PREPARATION

- A. General: Comply with manufacturer's installation specifications for preparing substrates indicated to receive products indicated.
- B. Use trowelable leveling and patching compounds per manufacturers directions to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, by using a terrazzo or concrete grinder, a drum sander, or a polishing machine equipped with a heavy-duty wire brush.
- D. Broom or vacuum clean substrates to be covered immediately before installing products specified in this Section. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.
- E. Apply concrete slab primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

3.3 INSTALLATION

- A. General: Install products specified in this Section using methods indicated according to manufacturer's installation directions.

- B. Apply resilient wall base to walls, columns, pilasters, casework, and other permanent fixtures in rooms and areas where base is required. Install wall base in lengths as long as practicable. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
 - 1. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
 - 2. Install inside and exterior corners before installing straight pieces.
 - 3. Form inside corners on job from straight pieces of maximum lengths possible by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce snug fit to substrate.
 - 4. Form outside corners on job from straight pieces of maximum lengths possible by shaving back of base at point where bending will occur. Remove a strip perpendicular to length of base and only deep enough to produce a snug fit without bends whitening or removal of more than half the thickness of wall base.
- C. Place resilient accessories so they are butted to adjacent materials of type indicated and bond to substrates with adhesive. Install reducer strips at edges of flooring that otherwise would be exposed.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing installation:
 - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by manufacturers of resilient product involved.
 - 2. Sweep or vacuum floor thoroughly.
 - 3. Do not wash floor until after time period recommended by manufacturer.
 - 4. Damp-mop resilient accessories to remove black marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended by manufacturer of resilient product involved.
 - 1. Apply protective floor polish to resilient accessories that are free from soil, visible adhesive, and surface blemishes.
 - 2. Use commercially available metal, cross-linked, acrylic product acceptable to resilient accessory manufacturer.
 - 3. Coordinate selection of floor polish with Owner's maintenance service.
 - 4. Cover resilient accessories on floors and stairs with undyed, untreated building paper until inspection for Substantial Completion.

- C. Clean products specified in this Section not more than 4 days prior to dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products using method recommended by manufacturer.
 - 1. Strip protective floor polish that was applied after completing installation, prior to cleaning.
 - 2. Reapply floor polish after cleaning.

3.5 RUBBER WALL BASE PRODUCT DATA SHEET

- A. Style: Cove, base with toe, unless otherwise noted.
- B. Minimum Nominal Thickness: 1/8" (3.2 mm)
- C. Height: 4" & 6" see schedule. Match existing heights.
- D. Lengths: Continuous roll.
- E. Exterior and Interior Corners: Formed on site.
- F. Color: In color as selected by the Architect from manufacturer's standards, min. 20 colors.
- G. Products:
 - 1. Armstrong World Industries, Inc.: Standard Coved-Toe.
 - 2. Flexco Company: Set-On Base.
 - 2. Tarkett: Fashion Cove.

3.6 RUBBER ACCESSORY PRODUCT DATA SHEET

- A. Style: Transition/reducer.
- B. Width: 1".
- C. Lengths: 12'-0"
- D. Color and Pattern : In color selected by the Architect from manufacturer's standards, min. 20 colors
- E. Manufacturer:
 - 1. Johnsonite, A Tarkett Company.
 - 2. Armstrong World Industries, Inc.
 - 3. Burke Mercer.

END OF SECTION 096780

SECTION 096814 –TILE CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes modular carpet tile where indicated on drawings as Carpet Tile.
 - 1. Section includes high moisture tolerant adhesive under all carpet.
 - a. Tolerant to 99% RH and 12pH.
- B. Related Sections include the following:
 - 1. Division 09 Section "Resilient Base and Accessories" for resilient base and accessories installed with carpet tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation recommendations for each type of substrate.
- B. LEED Submittals:
 - 1. Product Data for Credit EQ 4.3:
 - a. For carpet tile, documentation indicating compliance with testing and product requirements of CRI's "Green Label Plus" program.
 - b. For installation adhesive, documentation including printed statement of VOC content.
 - 2. Laboratory Test Reports for Credit EQ 4: For carpet and installation adhesives, documentation indicating that products 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. Shop Drawings: Show the following:
 - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
 - 2. Existing flooring materials to be removed.
 - 3. Existing flooring materials to remain.

4. Carpet tile type, color, and dye lot.
5. Type of subfloor.
6. Type of installation.
7. Pattern of installation.
8. Pattern type, location, and direction.
9. Pile direction.
10. Type, color, and location of insets and borders.
11. Type, color, and location of edge, transition, and other accessory strips.
12. Transition details to other flooring materials.

D. 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.
2. Exposed Edge, Transition, and other Accessory Stripping: 12-inch- (300-mm-) long Samples.

E. 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 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Carpet Tile: Full-size units equal to (10) 16" x 16" modular units.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.

- 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.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104, Section 5, "Storage and Handling."

1.9 FIELD CONDITIONS

- A. Comply with CRI 104.
- B. Environmental Limitations: Do not install carpet tiles until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- C. 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.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.10 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer's standard form in which 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, and delamination.
 - 3. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE - CPT. TILE 1

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Patcraft Action Planks, Pivot Point I0449, Modular or comparable product by one of the following:
 - 1. Approved Equal.
- B. Color: Color as selected by Architect from manufacturer's full range .
- C. Pattern: As indicated by manufacturer's style .

- D. Installation Method: Brick.
- E. Fiber Content: Eco Solution Q Nylon.
- F. Pile Characteristic: Multi-level patterned loop pile. Low 3/32", High /32.
- G. Density: 7,125
- H. Pile Thickness: 0.096" for finished carpet tile according to ASTM D 6859.
- I. Stitches: 11.5 per inch.
- J. Gage: 1/12 (47.24 rows/10cm).
- J. Primary Backing: Manufacturer's standard non-woven synthetic composite materials.
- K. Secondary Backing: EcoWorx Tile.
- L. Size: 12 by 48 inches.
- M. Applied Soil-Resistance Treatment: Manufacturer's standard material .
- N. Antimicrobial Treatment: Manufacturer's standard material .
- O. Performance Characteristics:
 - 1. Appearance Retention Rating: Severe traffic, 3.5 minimum according to ASTM D 7330.
 - 2. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm according to NFPA 253.
 - 3. Dry Breaking Strength: Not less than 100 lbf (445 N) according to ASTM D 2646.
 - 4. Electrostatic Propensity: Less than 3.5 kV according to AATCC 134.
- K. Total Recycled Content: 44%, pre-consumer 44, post-consumer 0%

2.2 INSTALLATION ACCESSORIES

- A. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.
 - 1. Provide adhesive approved by flooring manufacturer which tolerates moisture up to 99% RH and 12 pH.
 - 2. Manufacturer and model:
 - a. Patcraft, 4151 Adhesive.
 - b. Or approved equal.
 - 3. Install in all locations in accordance with manufacturer's written instructions.
- B. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.

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. Moisture Testing: Test prior to moisture barrier installation, with results documented and retained in order to be in compliance with warranty.
 - 1. Conduct tests in accordance with the latest version of ASTM F2170. Maximum reading of 99% permitted.
- C. 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. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 - 2. Subfloor finishes comply with requirements specified in Division 03 Section "Cast-in-Place Concrete" for slabs receiving carpet tile.
 - 3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- D. For painted subfloors, verify the following:
 - 1. Perform bond test recommended in writing by adhesive manufacturer.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to carpet manufacturer's written instructions to ensure adhesion of products.
- B. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- C. Concrete Substrates: Prepare according to ASTM F710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Verify that substrates are dry and free of adhesives and other materials from prior installation of carpet flooring.
 - 3. Remove substrate coatings, including adhesives from prior installations, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
 - 4. Bond Testing: Using the flooring material and recommended adhesives, install 3'x3' panels space approximately 50" apart through the subfloor area. Select areas next to

- walls, columns or other light traffic areas. Tape edges of panels to prevent edge drying of adhesive. If the panels are securely bonded after a period of 72 hours, one may conclude that the subfloor surface is sufficiently clean of foreign material for satisfactory installation of the resilient flooring.
5. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
 6. Moisture Testing: Perform tests so that each test area does not exceed 3000 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F1869. 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. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 80 percent relative humidity level measurement.
- D. Remove all carpet, vinyl and adhesives for the substrates. Clean substrate to comply with flooring manufacturer's written requirements.
1. 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.
- E. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound approved by the flooring manufacturer; remove bumps and ridges to produce a uniform and smooth substrate.
1. 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 (3 mm) wide or wider and protrusions more than 1/32 inch (0.8 mm), unless more stringent requirements are required by manufacturer's written instructions.
 2. Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with manufacturer's approved patch and underlayment, self-leveling compound, and flexible patching and smoothing compound as recommended by the flooring manufacturer.
 3. Moisture mitigation: In addition to other leveling and patching, install manufacturer's proprietary 4151 adhesive for 99% RH maximum.
 - a. Install moisture mitigation system, at all areas tested in accordance ASTM F1869 or ASTM F2170 to be less than 99% RH
 - b. Moisture mitigation system shall be installed as a part of the base bid.
 4. Prime substrate as recommended by the flooring manufacturer for installation method.
 5. Residual adhesives must be scraped down to the concrete surface and removed prior to installation of moisture barrier.
 - a. Do not use solvent based adhesive removed chemicals which can interact and cause damage to the moisture barrier.
- F. Do not install carpet or carpet tiles until materials are the same temperature as space where they are to be installed.
1. At least 48 hours in advance of installation, move carpet and installation materials into spaces where they will be installed.

- G. Immediately before installation of carpet tile, sweep and vacuum clean substrates.

3.3 INSTALLATION - CARPET

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Install using manufacturer's approved adhesive, Patcraft 4151 or approved equal, tolerant to 99% RH and 12pH.
- D. Maintain dye lot integrity. Do not mix dye lots in same area.
- E. 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.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. 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.
- H. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive, seam sealer, 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. Allow 5 days prior to maintaining and cleaning finish flooring in accordance with moisture barrier and flooring manufacturer's written instructions.
- C. Protect installed carpet tile to comply with CRI 104, Section 16, "Protection of Indoor Installations."
- D. 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 096814

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Wood.
 - 2. Metal.
 - 3. Gypsum Board.
- B. Related Sections include the following:
 - 1. Division 6 Sections for shop priming carpentry with primers specified in this Section.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: 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.

1.4 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 3.
 - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

- 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 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. MAB Paints
 2. Sherwin-Williams Company (The).

3. Benjamin Moore Paints

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

B. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Shellacs, Clear: VOC not more than 730 g/L.
2. Shellacs, Pigmented: VOC not more than 550 g/L.
3. Flat Topcoat Paints: VOC content of not more than 50 g/L.
4. Nonflat Topcoat Paints: VOC content of not more than 150 g/L.
5. Shellacs, Clear: VOC not more than 730 g/L.
6. Shellacs, Pigmented: VOC not more than 550 g/L.
7. Primers, Sealers, and Undercoaters: VOC content of not more than 200 g/L.

D. Colors: Match Architect's samples.

2.3 PRIMERS/SEALERS

A. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.

MAB BIN by Zinsser

Ben Moore N/A

SW N/A

2.4 METAL PRIMERS

A. Alkyd Anticorrosive Metal Primer

MAB Anticorrosive Primer (073-132)

BM Alkyd Metal Primer Z06

SW HS Alkyd Metal Primer B50Z

2.5 WOOD FILLERS

A. Paste wood filler:

MAB	Paste wood filler
Ben Moore	Benwood Paste Wood Filler No. 238.
SW	Sher-Wood Fast-Dry Filler

2.6 WOOD STAIN

A. Water based penetrating stain:

MAB	1 coat Zar by UGL
Ben Moore	Benwood Polyurethane C435
SW	Minwax Water based Stain

2.7 WOOD VARNISH

A. Acrylic - based polyurethane:

MAB	McCloskey Gymseal (181360)
Ben Moore	As approved by Architect
SW	As approved by Architect.

2.8 ACRYLIC PAINTS

A. High Gloss DTM

MAB	Rustolastic Acrylic DTM
Ben Moore	DTM Acrylic M28
SW	DTM Acrylic Coating B66-100

2.9 LATEX PAINTS

A. Interior Latex (Eggshell):

MAB	Rich Lux Latex Eggshell(029 Line)
Ben Moore	Regal Aqua Velvet

SW Super Paint Eggshell

B. Interior Latex (Gloss):

MAB Rich Lux Latex Architectural Enamel(022 Line).

Ben Moore Waterborne Satin Impervo 314

SW Pro Classic Waterborne Interior Gloss Enamel B21 Series

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that 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.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Strip existing paint at areas to be refinished.

1. Comply with manufacturer's recommendation for stripper that is approved for use under specified sealer and finish coats.
- D. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- F. 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.
- G. 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.
- H. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

- E. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
1. Mechanical Work:
 - a. Uninsulated metal piping.
 - b. Uninsulated plastic piping.
 - c. Pipe hangers and supports.
 - d. Tanks that do not have factory-applied final finishes.
 - e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
 - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - g. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
 2. Electrical Work:
 - a. Switchgear.
 - b. Panelboards.
 - c. Electrical equipment that is indicated to have a factory-primed finish for field painting.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
1. Owner may engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints 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.
- 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.

3.6 INTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. DTM (High Gloss):

- a. Prime Coat: Alkyd Anticorrosive Metal Primer.
- b. Intermediate Coat: DTM matching topcoat.
- c. Topcoat: DTM (high gloss)

B. Wood (non floor) Substrates:

1. Waterborne Stain Satin Varnish:

- a. Filler Coat: Open grain wood filler.
- b. Stain Coat: Interior wood stain.
- c. Intermediate Coat: Interior waterborne clear satin varnish.
- d. Top Coat: Interior waterborne clear satin varnish.

C. Gypsum Board Substrates:

1. Latex System:

- a. Prime Coat: Interior latex primer/sealer
- b. Intermediate Coat: Interior latex matching topcoat.
- c. Topcoat: Interior latex (eggshell) . At ceilings, match existing sheen.

END OF SECTION 099123

SECTION 099600 - HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 thru 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and application of high-performance coating systems on the following substrates:
 - 1. Interior Substrates (Sp. Ct.):
 - a. Concrete masonry units (CMU).
- B. Related Sections include the following:
 - 1. Division 5 Sections for shop priming of metal substrates with primers specified in this Section.
 - 2. Division 9 painting Sections for special-use coatings and general field painting.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of finish-coat product indicated.
- C. Samples for Verification: For each type of coating system and in each color and gloss of finish coat indicated.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated. Cross-reference products to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules.

1.4 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples of each coating system indicated 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 type of coating and substrate.
 - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.

2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

- 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 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 HIGH-PERFORMANCE COATINGS, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. Provide products of same manufacturer for each coat in a coating system.
- B. Colors: Match Architect's samples

2.2 PAINT STRIPPERS

- A. Interior paint strippers
 1. Basis-of-Design Product: The design for paint stripper is based on product indicated. Subject to compliance with requirements, provide the named product or a comparable product:
 - a. Back to Nature Ultra-Strip

2.3 INTERIOR PRIMERS/SEALERS

A. Interior Latex Primer/Sealer:

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Benjamin Moore & Co.; Regal, First Coat Latex Primer/Undercoater, 216
 - b. Sherwin-Williams Company (The); PrepRite, 200 Latex Primer, B28W200
 - c. MAB, Rich Lux Latex Sealer Undercoater(037-154)E-2,or MAB Rich Lux Prime Fast(037-138)E-1

2.4 EPOXY COATINGS

A. Water-Based Epoxy (Interior, Low Luster):

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Benjamin Moore & Co.; Acrylic Epoxy Gloss "A", Hardener "B", M43/M44.
 - b. Sherwin-Williams Company (The); Industrial & Marine, Water Based Catalyzed Epoxy, B70W Series.
 - c. MAB, Ply-Tile 530 Water Reducible Acrylic Epoxy(051,054 or 059 Lines)
 - d.

B. Water-Based Epoxy (Interior, High Gloss)

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Benjamin Moore & Co. ; Acrylic Epoxy Glass "A", Hardener "B", M43/M44.
 - b. Sherwin- Williams Company (The); Industrial & Marine, Water Based Catalyzed Epoxy, B70W Series.
 - c. MAB, Ply-tile 530 Water Reducible Acrylic Epoxy (054 lines)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Masonry (Clay and CMU): 12 percent.
 - c. Gypsum Board: 12 percent.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
4. Coating application indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates indicated.

- B. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
 - 1. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
- C. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
 - 1. Clean surfaces with pressurized water. Use pressure range of 1500 to 4000 psi (10 350 to 27 580 kPa) at 6 to 12 inches (150 to 300 mm) 4000 to 10,000 psi (27 580 to 68 950 kPa) .
 - 2. Abrasive blast clean surfaces to comply with SSPC-SP 7/NACE No. 4, "Brush-Off Blast Cleaning."
- E. CMU Substrates: Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for coating and substrate indicated.
 - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when coatings are being applied:
 - 1. Owner may engage the services of a qualified testing agency to sample coating material being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.

2. Testing agency will perform tests for compliance with specified requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with specified requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, 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.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, 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 coated surfaces.

3.6 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. CMU Substrates:
 1. Water-Based Epoxy Coating System:
 - a. Intermediate Coat: Water-based epoxy (interior)
 - b. Topcoat: Water-based epoxy (interior and exterior), High Gloss.

END OF SECTION 09960

SECTION 104413 - FIRE EXTINGUISHER CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 00 & 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fire protection cabinets for the following:
 - a. Portable fire extinguishers.
- B. Related Sections:
 - 1. Division 10 Section "Fire Extinguishers."

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for fire protection cabinets.
 - 1. Fire Protection Cabinets: Include roughing-in dimensions, details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type, trim style, and panel style.
- B. Shop Drawings: For fire protection cabinets. Include plans, elevations, sections, details, and attachments to other work.
- C. Samples for Initial Selection: For each type of fire protection cabinet indicated.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Size: 6 by 6 inches (150 by 150 mm) square.
- E. Product Schedule: For fire protection cabinets. Coordinate final fire protection cabinet schedule with fire extinguisher schedule to ensure proper fit and function.
- F. Maintenance Data: For fire protection cabinets to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Fire-Rated, Fire Protection Cabinets: Listed and labeled to comply with requirements in ASTM E 814 for fire-resistance rating of walls where they are installed.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.5 COORDINATION

- A. Coordinate size of fire protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.
- B. Coordinate sizes and locations of fire protection cabinets with wall depths.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B.
- B. Stainless-Steel Sheet: ASTM A 666, Type 304.
- C. Tempered Float Glass: ASTM C 1048, Kind FT, Condition A, Type I, Quality q3, 3 mm thick, Class 1 (clear)

2.2 FIRE PROTECTION CABINET

- A. Cabinet Type: Suitable for fire extinguisher .
 - 1. Products: Subject to compliance with requirements, provide one of the following
 - a. Larsen's Manufacturing Company; Architectural series or approved equal by one of the following.
 - b. J. L. Industries, Inc., a division of Activar Construction Products Group;
 - c. Kidde Residential and Commercial Division, Subsidiary of Kidde.
 - d. Potter Roemer LLC .
- B. Cabinet Construction: Nonrated .
- C. Cabinet Material: Steel sheet.
 - 1. Shelf: Same metal and finish as cabinet.
- A. Surface-Mounted Cabinet: Cabinet box fully exposed and mounted directly on wall with no trim.
- B. Door Material: Stainless-steel sheet.

- C. Door Style: Fully glazed panel with frame.
- D. Door Glazing: Tempered float glass (clear)
- E. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.
- F. Accessories:
 - 1. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to fire protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.
 - 2. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location.
 - a. Identify fire extinguisher in fire protection cabinet with the words " FIRE EXTINGUISHER .
 - 1) Location: Applied to cabinet glazing .
 - 2) Application Process: Factory applied pressure-sensitive vinyl letters .
 - 3) Lettering Color: Black .
 - 4) Orientation: Vertical .
 - 3. Alarm: Manufacturer's standard alarm that actuates when fire protection cabinet door is opened and that is powered by batteries low voltage, complete with transformer .
- G. Materials:
 - 1. Cold-Rolled Steel: ASTM A1008/A1008M, Commercial Steel (CS), Type B.
 - a. Finish: Baked enamel, TGIC polyester powder coat, HAA polyester powder coat, epoxy powder coat, or polyester/epoxy hybrid powder coat, complying with AAMA 2603.
 - b. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - c. Color: Match Architect's sample.

2.3 FABRICATION

- A. Fire Protection Cabinets: Provide manufacturer's standard box (tub) with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.
 - 1. Weld joints and grind smooth.
 - 2. Provide factory-drilled mounting holes.
 - 3. Prepare doors and frames to receive locks.
 - 4. Install door locks at factory.
- B. Cabinet Doors: Fabricate doors according to manufacturer's standards, from materials indicated and coordinated with cabinet types and trim styles selected.

1. Fabricate door frames with tubular stiles and rails and hollow-metal design, minimum 1/2 inch (13 mm) thick.
 2. Miter and weld perimeter door frames.
- C. Cabinet Trim: Fabricate cabinet trim in one piece with corners mitered, welded, and ground smooth.

2.4 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces of fire protection cabinets from damage by applying a strippable, temporary protective covering before shipping.
- C. Finish fire protection cabinets after assembly.
- D. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.5 STEEL FINISHES

- A. Baked-Enamel or Powder-Coat Finish: Immediately after cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for applying and baking to achieve a minimum dry film thickness of 2 mils (0.05 mm).
 1. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for hose valves racks and cabinets to verify actual locations of piping connections before cabinet installation.
- B. Examine walls and partitions for suitable framing depth and blocking where recessed, semirecessed, cabinets will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare recesses for recessed and semirecessed fire protection cabinets as required by type and size of cabinet and trim style.

3.3 INSTALLATION

- A. General: Install fire protection cabinets in locations and at mounting heights indicated or, if not indicated, at heights acceptable to authorities having jurisdiction.
- B. Fire Protection Cabinets: Fasten cabinets to structure, square and plumb.
 - 1. Unless otherwise indicated, provide recessed fire protection cabinets. If wall thickness is not adequate for recessed cabinets, provide semirecessed fire protection cabinets.
 - 2. Provide inside latch and lock for break-glass panels.
 - 3. Fasten mounting brackets to inside surface of fire protection cabinets, square and plumb.
 - 4. Fire-Rated Cabinets:
 - a. Install cabinet with not more than 1/16-inch (1.6-mm) tolerance between pipe OD and knockout OD. Center pipe within knockout.
 - b. Seal through penetrations with firestopping sealant as specified in Division 07 Section "Penetration Firestopping."

3.4 ADJUSTING AND CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as fire protection cabinets are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. Adjust fire protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.
- C. On completion of fire protection cabinet installation, clean interior and exterior surfaces as recommended by manufacturer.
- D. Touch up marred finishes, or replace fire protection cabinets that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by fire protection cabinet and mounting bracket manufacturers.
- E. Replace fire protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 104413

SECTION 220500 - COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

1. Piping materials and installation instructions common to most piping systems.
2. Transition fittings.
3. Dielectric fittings.
4. Mechanical sleeve seals.
5. Sleeves.
6. Escutcheons.
7. Grout.
8. Plumbing demolition.
9. Equipment installation requirements common to equipment sections.
10. Painting and finishing.
11. Supports and anchorages.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspace, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- F. The following are industry abbreviations for plastic materials:
 1. PE: Polyethylene plastic.
 2. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Transition fittings.
2. Dielectric fittings.
3. Mechanical sleeve seals.
4. Escutcheons.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for Plumbing Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for plumbing installations.

- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for plumbing items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
 - 2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 22 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 22 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos-free, **1/8-inch (3.2-mm)** maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, **1/8 inch (3.2 mm)** thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

- E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- H. Solvent Cements for Joining Plastic Piping:
 - 1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
- I. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.4 TRANSITION FITTINGS

- A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
 - 1. Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Dresser Industries, Inc.; DMD Div.
 - c. Ford Meter Box Company, Incorporated (The); Pipe Products Div.
 - d. JCM Industries.
 - e. Smith-Blair, Inc.
 - f. Viking Johnson.
 - 2. Underground Piping **NPS 1-1/2 (DN 40)** and Smaller: Manufactured fitting or coupling.
 - 3. Underground Piping **NPS 2 (DN 50)** and Larger: AWWA C219, metal sleeve-type coupling.
 - 4. Aboveground Pressure Piping: Pipe fitting.
- B. Plastic-to-Metal Transition Fittings: **PVC** one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
 - 1. Manufacturers:
 - a. Eslon Thermoplastics.
- C. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
 - 1. Manufacturers:
 - a. Thompson Plastics, Inc.
- D. Plastic-to-Metal Transition Unions: MSS SP-107, **PVC** four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.

1. Manufacturers:
 - a. NIBCO INC.
 - b. NIBCO, Inc.; Chemtrol Div.

E. Flexible Transition Couplings for Underground Nonpressure Drainage Piping: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.

1. Manufacturers:
 - a. Cascade Waterworks Mfg. Co.
 - b. Fernco, Inc.
 - c. Mission Rubber Company.
 - d. Plastic Oddities, Inc.

2.5 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for **250-psig (1725-kPa)** minimum working pressure at **180 deg F (82 deg C)**.

1. Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Eclipse, Inc.
 - d. Epco Sales, Inc.
 - e. Hart Industries, International, Inc.
 - f. Watts Industries, Inc.; Water Products Div.
 - g. Zurn Industries, Inc.; Wilkins Div.

D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for **150- or 300-psig (1035- or 2070-kPa)** minimum working pressure as required to suit system pressures.

1. Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Epco Sales, Inc.
 - d. Watts Industries, Inc.; Water Products Div.

E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.

1. Manufacturers:

- a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
2. Separate companion flanges and steel bolts and nuts shall have **150- or 300-psig (1035- or 2070-kPa)** minimum working pressure where required to suit system pressures.
- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and **300-psig (2070-kPa)** minimum working pressure at **225 deg F (107 deg C)**.
1. Manufacturers:
 - a. Calpico, Inc.
 - b. Lochinvar Corp.
- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and **300-psig (2070-kPa)** minimum working pressure at **225 deg F (107 deg C)**.
1. Manufacturers:
 - a. Perfection Corp.
 - b. Precision Plumbing Products, Inc.
 - c. Sioux Chief Manufacturing Co., Inc.
 - d. Victaulic Co. of America.

2.6 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - e.
 2. Sealing Elements: EPDM NBR interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 3. Pressure Plates: Carbon steel Stainless steel. Include two for each sealing element.
 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.7 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
 - 1. Underdeck Clamp: Clamping ring with set screws.
- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.
- G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.8 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw.
 - 1. Finish: Polished chrome-plated and rough brass.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
 - 1. Finish: Polished chrome-plated and rough brass.
- E. One-Piece, Stamped-Steel Type: With set screw and chrome-plated finish.
- F. Split-Plate, Stamped-Steel Type: With concealed hinge, set screw, and chrome-plated finish.
- G. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.9 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PLUMBING DEMOLITION

- A. Refer to Division 01 Section "Cutting and Patching" and Division 02 Section "Selective Structure Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove plumbing systems, equipment, and components indicated to be removed.
 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
 - 1. New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
 - b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
 - c. Insulated Piping: One-piece, stamped-steel type with spring clips.
 - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
 - e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
 - f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece or split-casting, cast-brass type with polished chrome-plated finish.
 - g. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type or split-plate, stamped-steel type with concealed hinge and set screw.
 - 2. Existing Piping: Use the following:
 - a. Chrome-Plated Piping: Split-casting, cast-brass type with chrome-plated finish.
 - b. Insulated Piping: Split-plate, stamped-steel type with concealed or exposed-rivet hinge and spring clips.
 - c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
 - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge and spring clips.
 - e. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
 - f. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge and set screw.
- M. Sleeves are not required for core-drilled holes.
- N. Permanent sleeves are not required for holes formed by removable PE sleeves.
- O. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

- P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas **2 inches (50 mm)** above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 3. Install sleeves that are large enough to provide **1/4-inch (6.4-mm)** annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. **Steel Pipe Sleeves:** For pipes smaller than **NPS 6 (DN 150)**.
 - b. **Steel Sheet Sleeves:** For pipes **NPS 6 (DN 150)** and larger, penetrating gypsum-board partitions.
 - c. **Stack Sleeve Fittings:** For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to **2 inches (50 mm)** above finished floor level. Refer to Division 07 Section "Sheet Metal Flashing and Trim" for flashing.
 - 1) Seal space outside of sleeve fittings with grout.
 4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- Q. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for **1-inch (25-mm)** annular clear space between pipe and sleeve for installing mechanical sleeve seals.
1. Install steel pipe for sleeves smaller than **6 inches (150 mm)** in diameter.
 2. Install cast-iron "wall pipes" for sleeves **6 inches (150 mm)** and larger in diameter.
 3. **Mechanical Sleeve Seal Installation:** Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- R. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for **1-inch (25-mm)** annular clear space between pipe and sleeve for installing mechanical sleeve seals.
1. **Mechanical Sleeve Seal Installation:** Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

- S. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.
- T. Verify final equipment locations for roughing-in.
- U. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. PVC Nonpressure Piping: Join according to ASTM D 2855.
- J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

- L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
 - 1. Plain-End Pipe and Fittings: Use butt fusion.
 - 2. Plain-End Pipe and Socket Fittings: Use socket fusion.
- M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping **NPS 2 (DN 50)** and smaller, adjacent to each valve and at final connection to each piece of equipment.
 - 2. Install flanges, in piping **NPS 2-1/2 (DN 65)** and larger, adjacent to flanged valves and at final connection to each piece of equipment.
 - 3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
 - 4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install plumbing equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.6 PAINTING

- A. Painting of plumbing systems, equipment, and components is specified in Division 09 Sections "Interior Painting" and "Exterior Painting."
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 05 Section "Metal Fabrications" for structural steel.

- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor plumbing materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

3.8 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor plumbing materials and equipment.
- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

3.9 GROUTING

- A. Mix and install grout for plumbing equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Cure placed grout.

END OF SECTION 220500

SECTION 230500 - COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

1. Piping materials and installation instructions common to most piping systems.
2. Dielectric fittings.
3. Mechanical sleeve seals.
4. Sleeves.
5. Escutcheons.
6. Grout.
7. HVAC demolition.
8. Equipment installation requirements common to equipment sections.
9. Painting and finishing.
10. Concrete bases.
11. Supports and anchorages.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and chases.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- F. The following are industry abbreviations for plastic materials:
 1. CPVC: Chlorinated polyvinyl chloride plastic.

2. PE: Polyethylene plastic.
3. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Dielectric fittings.
2. Mechanical sleeve seals.
3. Escutcheons.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for HVAC Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for HVAC installations.

- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for HVAC items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 23 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 23 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos-free, **1/8-inch (3.2-mm)** maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, **1/8 inch (3.2 mm)** thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

- F. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

2.4 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for **250-psig (1725-kPa)** minimum working pressure at **180 deg F (82 deg C)**.

1. Available Manufacturers:

- a. Capitol Manufacturing Co.
- b. Central Plastics Company.
- c. Eclipse, Inc.
- d. Epco Sales, Inc.
- e. Hart Industries, International, Inc.
- f. Watts Industries, Inc.; Water Products Div.
- g. Zurn Industries, Inc.; Wilkins Div.

- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for **150- or 300-psig (1035- or 2070-kPa)** minimum working pressure as required to suit system pressures.

1. Available Manufacturers:

- a. Capitol Manufacturing Co.
- b. Central Plastics Company.
- c. Epco Sales, Inc.
- d. Watts Industries, Inc.; Water Products Div.

- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.

1. Available Manufacturers:

- a. Advance Products & Systems, Inc.
- b. Calpico, Inc.
- c. Central Plastics Company.
- d. Pipeline Seal and Insulator, Inc.

- 2. Separate companion flanges and steel bolts and nuts shall have **150- or 300-psig (1035- or 2070-kPa)** minimum working pressure where required to suit system pressures.

- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and **300-psig (2070-kPa)** minimum working pressure at **225 deg F (107 deg C)**.

1. **Available Manufacturers:**

- a. Calpico, Inc.
- b. Lochinvar Corp.

- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and **300-psig (2070-kPa)** minimum working pressure at **225 deg F (107 deg C)**.

1. **Available Manufacturers:**

- a. Perfection Corp.
- b. Precision Plumbing Products, Inc.
- c. Sioux Chief Manufacturing Co., Inc.
- d. Victaulic Co. of America.

2.5 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.

1. **Available Manufacturers:**

- a. Advance Products & Systems, Inc.
- b. Calpico, Inc.
- c. Metraflex Co.
- d. Pipeline Seal and Insulator, Inc.

2. Sealing Elements: **EPDM NBR** interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: **Carbon steel**. Include two for each sealing element.
4. Connecting Bolts and Nuts: **Carbon steel with corrosion-resistant coating** of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.6 SLEEVES

- A. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- B. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

2.7 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.

- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- D. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.8 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - 2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
 - 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 HVAC DEMOLITION

- A. Refer to Division 01 Section "Cutting and Patching" and Division 02 Section "Selective Structure Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove HVAC systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - 3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - 4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
 - 5. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - 7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 23 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
 - 1. New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
 - b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
 - c. Insulated Piping: One-piece, stamped-steel type with spring clips.
 - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
 - e. Bare Piping at Ceiling Penetrations in Finished Spaces: **One-piece or split-casting**, cast-brass type with polished chrome-plated finish.
 - f. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with **set screw**.
 - g. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.
- M. Sleeves are not required for core-drilled holes.
- N. Permanent sleeves are not required for holes formed by removable PE sleeves.

- O. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
- P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas **2 inches (50 mm)** above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
 - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - 3. Install sleeves that are large enough to provide **1/4-inch (6.4-mm)** annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. **Steel Pipe Sleeves:** For pipes smaller than **NPS 6 (DN 150)**.
 - 4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- Q. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for **1-inch (25-mm)** annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - 1. Install steel pipe for sleeves smaller than **6 inches (150 mm)** in diameter.
 - 2. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- R. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.
- S. Verify final equipment locations for roughing-in.
- T. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping **NPS 2 (DN 50)** and smaller, adjacent to each valve and at final connection to each piece of equipment.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install HVAC equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.6 PAINTING

- A. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.7 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 - 1. Construct concrete bases of dimensions indicated, but not less than **4 inches (100 mm)** larger in both directions than supported unit.
 - 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on **18-inch (450-mm)** centers around the full perimeter of the base.
 - 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 - 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
 - 7. Use **3000-psi (20.7-MPa)**, 28-day compressive-strength concrete and reinforcement as specified in Division 03 Section."

3.8 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 05 Section "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor HVAC materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

3.9 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor HVAC materials and equipment.
- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

3.10 GROUTING

- A. Mix and install grout for HVAC equipment base bearing surfaces, pump and other equipment base plates, and anchors.

- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 230500

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Sleeve seals.
4. Grout.
5. Common electrical installation requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For sleeve seals.

1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.
4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

- C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in Division 08 Section "Access Doors and Frames."
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 - 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than **50 inches (1270 mm)** and no side more than **16 inches (400 mm)**, thickness shall be **0.052 inch (1.3 mm)**.
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, **50 inches (1270 mm)** and 1 or more sides equal to, or more than, **16 inches (400 mm)**, thickness shall be **0.138 inch (3.5 mm)**.

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:**
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: **EPDM** interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 3. Pressure Plates: **Carbon steel**. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: **Carbon steel with corrosion-resistant coating** of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors **2 inches (50 mm)** above finished floor level.
- G. Size pipe sleeves to provide **1/4-inch (6.4-mm)** annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry

1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants."
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Division 07 Section "Penetration Firestopping."
- K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using **steel** pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for **1-inch (25-mm)** annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for **1-inch (25-mm)** annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

END OF SECTION 260500

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Section 260513 "Medium-Voltage Cables" for single-conductor and multiconductor cables, cable splices, and terminations for electrical distribution systems with 2001 to 35,000 V.
2. Section 260523 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2 and 3 control cables.
3. Section 271500 "Communications Horizontal Cabling" for cabling used for voice and data circuits.

1.3 DEFINITIONS

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- 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. [Alcan Products Corporation; Alcan Cable Division.](#)
 2. [Alpha Wire.](#)
 3. [Belden Inc.](#)
 4. [Encore Wire Corporation.](#)
 5. [General Cable Technologies Corporation.](#)
 6. [Southwire Incorporated.](#)
- B. **Copper** Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for **Type THHN-2-THWN-2.**
- D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for **armored cable, Type AC metal-clad cable, Type MC** with ground wire.

2.2 CONNECTORS AND SPLICES

- 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. [AFC Cable Systems, Inc.](#)
 2. [Gardner Bender.](#)
 3. [Hubbell Power Systems, Inc.](#)
 4. [Ideal Industries, Inc.](#)
 5. [IlSCO](#); a branch of Bardes Corporation.
 6. [NSi Industries LLC.](#)
 7. [O-Z/Gedney](#); a brand of the EGS Electrical Group.
 8. [3M](#); Electrical Markets Division.
 9. [Tyco Electronics.](#)
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: **Copper**. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: **Type THHN-2-THWN-2, single conductors in raceway.**
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: **Type THHN-2-THWN-2, single conductors in raceway Armored cable, Type AC Metal-clad cable, Type MC.**
- C. Exposed Branch Circuits, Including in Crawlspace: **Type THHN-2-THWN-2, single conductors in raceway Armored cable, Type AC Metal-clad cable, Type MC.**
- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: **Type THHN-2-THWN-2, single conductors in raceway Armored cable, Type AC Metal-clad cable, Type MC.**
- E. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. 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.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- G. Complete cable tray systems installation according to Section 260536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 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-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material **and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.**
- C. Wiring at Outlets: Install conductor at each outlet, with at least **6 inches (150 mm)** of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: **Engage** a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections **with the assistance of a factory-authorized service representative:**
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test **conductors feeding the following critical equipment and services** for compliance with requirements.
 - a. pumps

- b. boiler power supply.
2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- D. Test and Inspection Reports: Prepare a written report to record the following:
1. Procedures used.
 2. Results that comply with requirements.
 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

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 grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- 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. [Burndy; Part of Hubbell Electrical Systems.](#)
 - 2. [Dossert; AFL Telecommunications LLC.](#)
 - 3. [ERICO International Corporation.](#)

4. [Fushi Copperweld Inc.](#)
5. [Galvan Industries, Inc.: Electrical Products Division, LLC.](#)
6. [Harger Lightning and Grounding.](#)
7. [ILSCO.](#)
8. [O-Z/Gedney; A Brand of the EGS Electrical Group.](#)
9. [Robbins Lightning, Inc.](#)
10. [Siemens Power Transmission & Distribution, Inc.](#)

2.2 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: **Copper** wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.
 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, **1/4 inch (6 mm)** in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; **1-5/8 inches (41 mm)** wide and **1/16 inch (1.6 mm)** thick.
 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; **1-5/8 inches (41 mm)** wide and **1/16 inch (1.6 mm)** thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, **1/4 by 4 inches (6.3 by 100 mm)** in cross section, with **9/32-inch (7.14-mm)** holes spaced **1-1/8 inches (28 mm)** apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless **compression**-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for **No. 8AWG** and smaller, and stranded conductors for AWG and larger unless otherwise indicated.
- B. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- C. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers **2 inches (50 mm)** minimum from wall, **6 inches (150 mm)** above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.
 - 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
- C. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- D. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding 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.

- E. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. 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.

3.3 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. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: **Engage** a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
1. After installing grounding system but before permanent electrical circuits have been energized, test 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.
- E. Grounding system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: **10** ohms.
- H. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

- 1. Hangers and supports for electrical equipment and systems.
- 2. Construction requirements for concrete bases.

- B. Related Sections include the following:

- 1. Section 260548.16 "Seismic Controls for Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of **five** times the applied force.

1.5 ACTION SUBMITTALS

- A. Product Data: For the following:

1. Steel slotted support systems.
2. Nonmetallic slotted support systems.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Section 077200 "Roof Accessories."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [Allied Tube & Conduit.](#)
 - b. [Cooper B-Line, Inc.](#)
 - c. [ERICO International Corporation.](#)
 - d. [GS Metals Corp.](#)
 - e. [Thomas & Betts Corporation.](#)
 - f. [Unistrut; Atkore International.](#)
 - g. [Wesanco, Inc.](#)
 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

- C. Conduit and Cable Support Devices: **Steel and malleable-iron** hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Mechanical-Expansion Anchors: Insert-wedge-type, **zinc-coated** steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) [Cooper B-Line, Inc.](#)
 - 2) [Empire Tool and Manufacturing Co., Inc.](#)
 - 3) [Hilti, Inc.](#)
 - 4) [ITW Ramset/Red Head; Illinois Tool Works, Inc.](#)
 - 5) [MKT Fastening, LLC.](#)
 - 2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - 3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - 4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - 5. Toggle Bolts: All-steel springhead type.
 - 6. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

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. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as **scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70**. Minimum rod size shall be **1/4 inch (6 mm)** in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted **or other** support system, sized so capacity can be increased by at least **25** percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for **1-1/2-inch (38-mm)** and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, **EMT, IMC, and RMC** may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus **200 lb (90 kg)**.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete **4 inches (100 mm)** thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than **4 inches (100 mm)** thick.

6. To Steel: **Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts; Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69; or Spring-tension clamps.**
 7. To Light Steel: Sheet metal screws.
 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 055000 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than **4 inches (100 mm)** larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use **3000-psi (20.7-MPa)**, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in **Section 033000 "Cast-in-Place Concrete."**
- C. Anchor equipment to concrete base.
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide minimum dry film thickness of **2.0 mils (0.05 mm)**.

- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

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. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Surface raceways.
 - 6. Boxes, enclosures, and cabinets.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. LEED Submittals:
 - 1. Product Data for Credit IEQ 4.1: For solvent cements and adhesive primers, documentation including printed statement of VOC content.
 - 2. Laboratory Test Reports for Credit IEQ 4: For solvent cements and adhesive primers, documentation indicating that products 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. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Qualification Data: For professional engineer.
- C. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
 - 4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.
- D. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- 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. [AFC Cable Systems, Inc.](#)
 - 2. [Allied Tube & Conduit.](#)
 - 3. [Anamet Electrical, Inc.](#)
 - 4. [Electri-Flex Company.](#)
 - 5. [O-Z/Gedney.](#)
 - 6. [Picoma Industries.](#)
 - 7. [Republic Conduit.](#)
 - 8. [Robroy Industries.](#)
 - 9. [Southwire Company.](#)
 - 10. [Thomas & Betts Corporation.](#)
 - 11. [Western Tube and Conduit Corporation.](#)
 - 12. [Wheatland Tube Company.](#)
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. IMC: Comply with ANSI C80.6 and UL 1242.
- F. EMT: Comply with ANSI C80.3 and UL 797.
- G. FMC: Comply with UL 1; **zinc-coated steel or aluminum.**
- H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Fittings for EMT:
 - a. Material: **Steel or die cast.**
 - b. Type: **Setscrew or compression.**
 - 2. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of **0.040 inch (1 mm)**, with overlapping sleeves protecting threaded joints.
- J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- 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. [AFC Cable Systems, Inc.](#)
 - 2. [Anamet Electrical, Inc.](#)
 - 3. [Arnco Corporation.](#)
 - 4. [CANTEX Inc.](#)
 - 5. [CertainTeed Corporation.](#)
 - 6. [Condux International, Inc.](#)
 - 7. [Electri-Flex Company.](#)
 - 8. [Kraloy.](#)
 - 9. [Lamson & Sessions](#); Carlon Electrical Products.
 - 10. [Niedax-Kleinhuis USA, Inc.](#)
 - 11. [RACO; Hubbell.](#)
 - 12. [Thomas & Betts Corporation.](#)
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: **Type EPC-40-PVC** , complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. LFNC: Comply with UL 1660.
- F. Rigid HDPE: Comply with UL 651A.
- G. Continuous HDPE: Comply with UL 651B.
- H. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- I. RTRC: Comply with UL 1684A and NEMA TC 14.
- J. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- K. Fittings for LFNC: Comply with UL 514B.
- L. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- M. Solvent cements and adhesive primers 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."

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- 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. [Cooper B-Line, Inc.](#)
 - 2. [Hoffman.](#)
 - 3. [Mono-Systems, Inc.](#)
 - 4. [Square D.](#)
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, **Type 3R** unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: **Hinged type or Screw-cover type** unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.4 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

- 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. [Allied Moulded Products, Inc.](#)
 2. [Hoffman.](#)
 3. [Lamson & Sessions](#); Carlon Electrical Products.
 4. [Niedax-Kleinhuis USA, Inc.](#)
- B. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Description: Fiberglass polyester, extruded and fabricated to required size and shape, without holes or knockouts. Cover shall be gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections shall be flanged and have stainless-steel screws and oil-resistant gaskets.
- D. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.
- E. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.
- F. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- G. Solvent cements and adhesive primers 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."

2.5 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. **Manufacturer's standard enamel finish in color selected by Architect.**
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. [Mono-Systems, Inc.](#)
 - b. [Panduit Corp.](#)
 - c. [Wiremold / Legrand.](#)

- C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC with texture and color selected by Architect from **manufacturer's standard** colors. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.
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. [Hubbell Incorporated.](#)
 - b. [Mono-Systems, Inc.](#)
 - c. [Panduit Corp.](#)
 - d. [Wiremold / Legrand.](#)

2.6 BOXES, ENCLOSURES, AND CABINETS

- A. **Manufacturers:** Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:**
1. [Adalet.](#)
 2. [Cooper Technologies Company;](#) Cooper Crouse-Hinds.
 3. [EGS/Appleton Electric.](#)
 4. [Erickson Electrical Equipment Company.](#)
 5. [FSR Inc.](#)
 6. [Hoffman.](#)
 7. [Hubbell Incorporated.](#)
 8. [Kraloy.](#)
 9. [Milbank Manufacturing Co.](#)
 10. [Mono-Systems, Inc.](#)
 11. [O-Z/Gedney.](#)
 12. [RACO; Hubbell.](#)
 13. [Robroy Industries.](#)
 14. [Spring City Electrical Manufacturing Company.](#)
 15. [Stahlin Non-Metallic Enclosures.](#)
 16. [Thomas & Betts Corporation.](#)
 17. [Wiremold / Legrand.](#)
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, **ferrous alloy**, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

- F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing **50 lb (23 kg)**. Outlet boxes designed for attachment of luminaires weighing more than **50 lb (23 kg)** shall be listed and marked for the maximum allowable weight.
- G. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing **70 lb (32 kg)**.
 - 1. Listing and Labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- H. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- I. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, **cast aluminum** with gasketed cover.
- J. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- K. Device Box Dimensions: **4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep)**.
- L. Gangable boxes **are allowed**.
- M. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, **Type 3R** with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- N. Cabinets:
 - 1. NEMA 250, **Type 3R** galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
 - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: **RNC, Type EPC-40-PVC**.
 - 2. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): **LFNC**.

3. Boxes and Enclosures, Aboveground: NEMA 250, **Type 3R**.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed, Not Subject to Physical Damage: **EMT, ENT or RNC**.
 2. Exposed, Not Subject to Severe Physical Damage: **EMT RNC identified for such use**.
 3. Exposed and Subject to Severe Physical Damage: **GRC, IMC**. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 - d. Gymnasiums.
 4. Concealed in Ceilings and Interior Walls and Partitions: **EMT or RNC, Type EPC-40-PVC**.
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): **FMC**, except use **LFMC** in damp or wet locations.
 6. Damp or Wet Locations: **GRC or IMC**.
 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 **stainless steel or nonmetallic** in damp or wet locations.
- C. Minimum Raceway Size: **1/2-inch (16-mm)** trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. EMT: Use **setscrew or compression, steel** fittings. Comply with NEMA FB 2.10.
 3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds **120 deg F (49 deg C)**.
- 3.2 INSTALLATION
- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

- B. Keep raceways at least **6 inches (150 mm)** away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within **12 inches (300 mm)** of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within **12 inches (300 mm)** of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. 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.
- K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to **1-1/4-inch (35mm)** trade size and insulated throat metal bushings on **1-1/2-inch (41-mm)** trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- N. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- P. Cut conduit perpendicular to the length. For conduits **2-inch (53-mm)** trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than **200-lb (90-kg)** tensile strength. Leave at least **12 inches (300 mm)** of slack at each end

of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

R. Surface Raceways:

1. Install surface raceway with a minimum **2-inch (50-mm)** radius control at bend points.
2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding **48 inches (1200 mm)** and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.

V. Expansion-Joint Fittings:

1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed **30 deg F (17 deg C)** and that has straight-run length that exceeds **25 feet (7.6 m)**. Install in each run of aboveground RMC[**and EMT**] conduit that is located where environmental temperature change may exceed **100 deg F (55 deg C)** and that has straight-run length that exceeds **100 feet (30 m)**.
2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Exposed to Direct Sunlight: **155 deg F (86 deg C)** temperature change.
3. Install fitting(s) that provide expansion and contraction for at least **0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C)** of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least **0.00078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C)** of temperature change for metal conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

- W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of **72 inches (1830 mm)** of flexible conduit for **recessed and semirecessed luminaires**, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to **center** of box unless otherwise indicated.
- Y. 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. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- AA. Locate boxes so that cover or plate will not span different building finishes.
- BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- DD. Set metal floor boxes level and flush with finished floor surface.
- EE. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

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.

1.2 SUMMARY

A. Section Includes:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Receptacles with integral surge-suppression units.
3. Tamper-resistant receptacles.
4. Weather-resistant receptacles.
5. Snap switches and wall-box dimmers.
6. Solid-state fan speed controls.
7. Wall-switch and exterior occupancy sensors.
8. Floor service outlets, poke-through assemblies, service poles, and multioutlet assemblies.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. RFI: Radio-frequency interference.
- E. TVSS: Transient voltage surge suppressor.
- F. UTP: Unshielded twisted pair.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 1. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.

1.6 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

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. Cooper; 5351 (single), CR5362 (duplex).
 - b. Hubbell; HBL5351 (single), HBL5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5361 (single), 5362 (duplex).

2.4 GFCI RECEPTACLES

A. General Description:

1. Straight blade, **feed-through** type.
2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

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. Cooper; VGF20.
 - b. Hubbell; GFR5352L.
 - c. Pass & Seymour; 2095.
 - d. Leviton; 7590.

C. Tamper-Resistant GFCI Convenience Receptacles, 125 V, 20 A:

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. Hubbell; GFTR20.
 - b. Pass & Seymour; 2095TR.

2.5 TOGGLE SWITCHES

A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

B. For switches serving bathrooms, located outside the bathroom, provide switch with integral pilot light.

C. Switches, 120/277 V, 20 A:

1. **Products:** Subject to compliance with requirements, **available products that may be incorporated into the Work include, but are not limited to, the following:** Catalog numbers in lists below are for 20-A devices; revise catalog numbers to require other configurations and ratings.

- 1) Single Pole:

- 2) [Cooper; AH1221.](#)
- 3) [Hubbell; HBL1221.](#)
- 4) [Leviton; 1221-2.](#)
- 5) [Pass & Seymour; CSB20AC1.](#)
- b. [Two Pole:](#)
 - 1) [Cooper; AH1222.](#)
 - 2) [Hubbell; HBL1222.](#)
 - 3) [Leviton; 1222-2.](#)
 - 4) [Pass & Seymour; CSB20AC2.](#)
- c. [Three Way:](#)
 - 1) [Cooper; AH1223.](#)
 - 2) [Hubbell; HBL1223.](#)
 - 3) [Leviton; 1223-2.](#)
 - 4) [Pass & Seymour; CSB20AC3.](#)
- d. [Four Way:](#)
 - 1) [Cooper; AH1224.](#)
 - 2) [Hubbell; HBL1224.](#)
 - 3) [Leviton; 1224-2.](#)
 - 4) [Pass & Seymour; CSB20AC4.](#)

D. Key-Operated Switches, 120/277 V, 20 A:

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. [Cooper; AH1221L.](#)
 - b. [Hubbell; HBL1221L.](#)
 - c. [Leviton; 1221-2L.](#)
 - d. [Pass & Seymour; PS20AC1-L.](#)
2. Description: Single pole, with factory-supplied key in lieu of switch handle.

E. Single-Pole, Double-Throw, Momentary-Contact, Center-off Switches: 120/277 V, 20 A; for use with mechanically held lighting contactors.

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. [Cooper; 1995.](#)
 - b. [Hubbell; HBL1557.](#)
 - c. [Leviton; 1257.](#)
 - d. [Pass & Seymour; 1251.](#)

F. Key-Operated, Single-Pole, Double-Throw, Momentary-Contact, Center-off Switches: 120/277 V, 20 A; for use with mechanically held lighting contactors, with factory-supplied key in lieu of switch handle.

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. Cooper; 1995L.
 - b. Hubbell; HBL1557L.
 - c. Leviton; 1257L.
 - d. Pass & Seymour; 1251L.

2.6 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material for Finished Spaces: **0.035-inch- (1-mm-) thick, satin-finished, Type 302 stainless steel.**
 3. Material for Unfinished Spaces: **Galvanized steel.**
 4. Material for Damp Locations: **Thermoplastic** with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

2.7 PREFABRICATED MULTIOUTLET ASSEMBLIES

- 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. Hubbell Incorporated; Wiring Device-Kellems.
 2. Wiremold/Legrand.
- B. Description:
 1. Two-piece surface metal raceway, with factory-wired multioutlet harness.
 2. Components shall be products from single manufacturer designed for use as a complete, matching assembly of raceways and receptacles.
- C. Raceway Material: **Metal, with manufacturer's standard finish.**
- D. Multioutlet Harness:
 1. Receptacles: 15-A, 125-V, NEMA WD 6 Configuration 5-15R receptacles complying with NEMA WD 1, UL 498, and FS W-C-596.
 2. Receptacle Spacing: **12 inches (300 mm).**
 3. Wiring: No. 12 AWG solid, Type THHN copper, **two circuit, connecting alternating receptacles.**

2.8 SERVICE POLES

- A. Description:

1. Factory-assembled and -wired units to extend power and voice and data communication from distribution wiring concealed in ceiling to devices or outlets in pole near floor.
2. Poles: Nominal **2.5-inch- (65-mm-)** square cross section, with height adequate to extend from floor to at least **6 inches (150 mm)** above ceiling, and with separate channels for power wiring and voice and data communication cabling.
3. Mounting: Ceiling trim flange with concealed bracing arranged for positive connection to ceiling supports; with pole foot and carpet pad attachment.
4. Finishes: **Manufacturer's standard painted finish and trim combination.**
5. Wiring: Sized for minimum of five No. 12 AWG power and ground conductors and a minimum of four, four-pair, Category 3 or Category 5 voice and data communication cables.
6. Power Receptacles: Two duplex, 20-A, straight-blade receptacles complying with requirements in this Section.

2.9 FINISHES

A. Device Color:

1. Wiring Devices Connected to Normal Power System: **Almond** unless otherwise indicated or required by NFPA 70 or device listing.
2. Wiring Devices Connected to Emergency Power System: **Red.**

B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Protect installed devices and their boxes. 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 boxes.
2. 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. 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.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.

2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailling existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than **6 inches (152 mm)** in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles **up**, and on horizontally mounted receptacles to the **left**.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. 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.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with **black**-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.4 FIELD QUALITY CONTROL

- A. Tests for Convenience Receptacles:
 - 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- B. Wiring device will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 262726